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NEW DELHI, SATURDAY, NOVEMBER 27, 1982/AGRAHAYANA 6, 1904

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके

Separate paging is given to this Part in order that it may be filed as a separate compilation

भाग II--खण्ड 3--उप-खण्ड (ii)

PART II--Section 3--Sub-section (ii)

(रक्षा मंत्रालय को छोड़कर) भारत सरकार के मंत्रालयों द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं  
Statutory Orders and Notifications issued by the Ministries of the Government of India  
(other than the Ministry of Defence)

गृह मंत्रालय

नई दिल्ली, 10 नवम्बर, 1982

क्रा० आ० 3903.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम-10 के उपनियम (4) के अनुसरण में गृह मंत्रालय के निम्नलिखित कार्यालयों को, जिनके कर्मचारी वृत्त में हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है —

1. मुख्यालय महानिरीक्षक  
सी० सु० बल, श्रीनगर ।
2. मुख्यालय महानिरीक्षक  
सी० सु० बल, जम्मू ।
3. मुख्यालय महानिरीक्षक  
सी० सु० बल, पंजाब ।
4. मुख्यालय महानिरीक्षक  
सी० सु० बल, (राज और गुज)  
जोधपुर ।
5. मुख्यालय महानिरीक्षक  
सी० सु० बल, पूर्वोत्तर सीमाना  
शिमांग ।
6. मुख्यालय उप महानिरीक्षक  
सी० सु० बल, बीकानेर ।
7. मुख्यालय उप महानिरीक्षक  
सी० सु० बल, जोधपुर ।

[संख्या 12017/1/82-हिन्दी]

बी० एम० राव, उप सचिव

MINISTRY OF HOME AFFAIRS

New Delhi, the 10th November, 1982

S. O. 3903.—In pursuance of sub-rule (4) of the Official Languages (use for Official purposes of the Union) Rules, 1976, the Central Government hereby notifies the following offices of the Ministry of Home Affairs the Staff offices whereof have acquired the working knowledge of Hindi:—

1. HQ Inspector General  
B.S.F.,  
Srinagar.
2. HQ Inspector General  
B.S.F.,  
Jammu.
3. HQ Inspector General  
B.S.F.,  
Punjab.
4. HQ Inspector General  
B.S.F.,  
R&G Jodhpur.
5. HQ Inspector General  
North Eastern Frontier  
Shillong.
6. HQ Deputy Inspector General  
B.S.F.,  
Bikaner.
7. HQ Deputy Inspector General  
B.S.F.,  
Jodhpur.

[No. 12017/1/82-Hindi]

B. M. RAO, Deputy Secy.

**कुशल आंच आयोग**

राष्ट्र शांति प्रतिष्ठान और अन्य सपठनों के बारे में

नई दिल्ली, 13 नवम्बर, 1982

क्र० आ० 3904.—सर्वसाधारण की सूचना के लिए अधिसूचित किया जाता है कि विज्ञान भवन एनेक्सी में अस्थाई तौर पर स्थित आयोग का कार्यालय 22-11-82 से निम्नलिखित पते पर काम करना शुरू करेगा:—

कमरा सं० 13, 'न' स्तर,

बुसरी मंजिल,

लोक नायक भवन,

आलम मार्केट के पास नई दिल्ली, 110003

आयोग के आदेश से  
[सं० 6/1/82-के सी आई]

बी० एम० के० मटू, सचिव

**KUDAL COMMISSION OF INQUIRY**

ON

**GANDHI PEACE FOUNDATION AND OTHER  
ORGANISATIONS**

New Delhi, the 13th November, 1982

**S.O. 3904.**—It is notified for the information of the general public that the office of the Commission which was temporarily located at Vigyan Bhavan Annexe will start functioning at the following address with effect from 22-11-1982:

Room No. 13, 'C' Wing,

IInd Floor,

Lok Nayak Bhavan,

Near Khan Market,

New Delhi-110003.

By order of the Commission  
[No. 6/1/82-KCI]  
B. M. K. MATOO, Secretary

**वित्त मंत्रालय**

( राजस्व विभाग )

नई दिल्ली, 6 अगस्त, 1982

( आय-कर )

क्र० आ० 3905.—केन्द्रीय सरकार, आय-कर अधिनियम, 1961 (1961 का 43) की धारा 10 की उपधारा (23-ग) के खण्ड (v) द्वारा प्रयत्न शक्तियों का प्रयोग करते हुए, "इंडियन मेडिकल एजुकेशनल एंड वेलफेयर सर्विस ग्रुप सेवन्स इंडस्ट्रियल्स" को निर्धारण वर्ष 1980-81 से 1982-83 के अर्न्तगत आने वाली अवधि के लिए उक्त धारा के प्रयोजनार्थ अधिसूचित करती है।

[सं० 4857/फा० सं० 197/51/79 आ० का (ए०-1)]

**MINISTRY OF FINANCE**

(Department of Revenue)

New Delhi, the 6th August, 1982

(INCOME-TAX)

**S.O. 3905.**—In exercise of the powers conferred by clause (v) of sub-section (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Indian Medical Educational and Welfare Service

of Seventh-day Adventists" for the purpose of the said section for the period covered by the assessment years 1980-81 to 1982-83.

[No. 4857/F. No. 197/51/79-IT(AI)]

MILAP JAIN, Under Secy.

नई दिल्ली, 5 अक्टूबर, 1982

( आय-कर )

क्र० आ० 3906.—केन्द्रीय सरकार आय-कर अधिनियम, 1961 (1961 का 43) की धारा 10 की उपधारा (23ग) के खण्ड (v) द्वारा प्रयत्न शक्तियों का प्रयोग करते हुए, "बाम्बे मालेसियन सोसायटी" की निर्धारण वर्ष 1982-83 से 1984-85 तक के अर्न्तगत आने वाली अवधि के लिए उक्त धारा के प्रयोजनार्थ अधिसूचित करती है।

[संख्या 4933/फा० सं० 197/117/82-आ० सं० (ए-1)]

मिलाप जैन, अवर सचिव

New Delhi, the 5th October, 1982

(INCOME-TAX)

**S.O. 3906.**—In exercise of the powers conferred by clause (v) of sub-section (23C) of section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "The Bombay Salesian Society" for the purpose of the said section for the period covered by the assessment years 1982-83 to 1984-85.

[No. 4933/F. 197/11/82-IT(AI)]

V. B. SRINIVASAN, Dy. Secy.

**केन्द्रीय प्रत्यक्ष कर बोर्ड**

नई दिल्ली, 29 अप्रैल, 1982

( आय-कर )

क्र० आ० 3907.—सर्वसाधारण की जानकारी के लिए यह अधिसूचित किया जाता है कि केन्द्रीय प्रत्यक्ष कर बोर्ड ने आय-कर अधिनियम, 1961 की धारा 35 की उपधारा (2) के खण्ड (क) के प्रयोजनों के लिए नीचे उल्लिखित संस्थान का तकनीकी-परामर्श, इंजीनियरी-परामर्श और प्रबंधन-परामर्श के क्षेत्रों में अनुमोदन कर दिया है।

संस्थान

शेषासाई पेपर एण्ड बोर्ड्स लिमिटेड, सेलम

यह अनुमोदन 4-11-1981 से प्रभावी है और तीन वर्ष की अवधि के लिए विधिमान्य है।

[सं० 4591/फा० सं० 203/1/82-आई० टी० ए०-II]

एम० जी० सी० गोयल, अवर सचिव

**CENTRAL BOARD OF DIRECT TAXES**

New Delhi, the 29th April, 1982

(INCOME-TAX)

**S.O. 3907.**—It is hereby notified for general information that the institution mentioned below has been approved by the Central Board of Direct Taxes for the purposes of clause (a) of sub-section (2) of Section 35D of the Income-tax Act, 1961 in all the three areas of Technological, Consultancy, Engineering Consultancy and Management Consultancy.

**INSTITUTION**

Seshasayee Paper and Boards Limited, Salem.

This approval tax effect from 4-11-1981 and is valid for a period of three years.

[No. 4591/F. No. 203/1/82-JTA-II]

M. G. C. GOYAL, Under Secy.

## (आर्थिक कार्य विभाग)

## (बैंकिंग प्रभाग)

नई दिल्ली, 8 नवम्बर, 1982

क्रा० आ० 3908.—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सलाह पर एतद्वारा यह घोषणा करती है कि:

(क) कि उक्त अधिनियम की धारा 10 की उपधारा (1) के खण्ड (ग) के उपखण्ड (i) और (ii) के उपबंध 28 जून, 1983 तक इंडियन ओवरसीज बैंक पर उस सीमा तक लागू नहीं होंगे, जहाँ तक ये उपबंध इसके अध्यक्ष तथा प्रबंध निदेशक को, "केरल इंडस्ट्रियल एण्ड टेक्निकल कंसल्टेंसी ऑर्गेनाइजेशन लि०" का निदेशक होने पर इसलिए पाबंदी लगाते हैं कि, वह कंपनी अधिनियम, 1956 (1956 का 1) के अंतर्गत योजित कंपनी है, और

(ख) कि उक्त अधिनियम की धारा 19 की उपधारा (3) के उपबंध 28 जून, 1983 तक उपर्युक्त बैंक पर उस सीमा तक लागू नहीं होंगे, जहाँ तक उक्त उपबंध उक्त बैंक की केरल इंडस्ट्रियल एण्ड टेक्निकल कंसल्टेंसी ऑर्गेनाइजेशन लि० की शेयर धारिता पर पाबंदी लगाते हैं।

[संख्या 15/25/82-बी० प्रो० III]

एन० डी० बत्रा, अवर सचिव

(Department of Economic Affairs)

(Banking Division)

New Delhi, the 8th November, 1982

S.O. 3908.—In exercise of the powers conferred by Section 53 of the Banking Regulation Act, 1949 (10 of 1949) the Central Government, on the recommendation of the Reserve Bank of India, hereby declares—(a) that the provisions of sub-clauses (i) and (ii) of clause (c) of sub-section (1) of Section 10 of the said Act shall not apply upto the 28th June, 1983 to Indian Overseas Bank in so far as the said provisions prohibit its Chairman and Managing Director from being the Director of the Kerala Industrial and Technical Consultancy Organisation Ltd., being a company registered under the Companies Act, 1956 (1 of 1956), and

(b) That the provisions of sub-section (3) of Section 19 of the said Act shall not apply for a period upto the 28th June, 1983 to the above bank in so far as the said provisions prohibit it from holding shares in the Kerala Industrial and Technical Consultancy Organisation Ltd.

[No. 15/25/82-B. O. III]

N. D. BATRA, Under Secy.

नई दिल्ली, 9 नवम्बर, 1982

क्रा० आ० 3909.—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 11 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा श्री टी० एन० महालदार को जम्मू रूरल बैंक, जम्मू का अध्यक्ष नियुक्त करती है तथा 5-6-1982 से प्रारम्भ होकर 4-6-1984 को समाप्त होने वाली अवधि को उस अवधि के रूप में निर्धारित करती है जिसके दौरान श्री टी० एन० महालदार अध्यक्ष के रूप में कार्य करेंगे।

[संख्या एफ० 2-11/81-आर० आर० बी०]

New Delhi, the 9th November, 1982

S.O. 3909.—In exercise of the powers conferred by sub-section (1) of section 11 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government hereby appoints Shri T. N. Mahaldar as the Chairman of the Jammu Rural Bank, Jammu and specifies the period commencing on the 5-6-1982 and ending with the 4-6-1984 as the period for which the said Shri T. N. Mahaldar shall hold office as such Chairman.

[No. F. 2-11/81-RRB]

नई दिल्ली, 10 नवम्बर, 1982

क्रा० आ० 3910.—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 11 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा श्री हरिहर राम नागर को बारबंकी ग्रामीण बैंक, बारबंकी का अध्यक्ष नियुक्त करती है तथा 9-10-82 से प्रारम्भ होकर 8-10-85 को समाप्त होने वाली अवधि को उस अवधि के रूप में निर्धारित करती है जिसके दौरान हरिहर राम नागर अध्यक्ष के रूप में कार्य करेंगे।

[संख्या एफ० 2-13/82-आर० आर० बी०]

राम बेहरा, अवर सचिव

New Delhi, the 10th November, 1982

S.O. 3910.—In exercise of the powers conferred by sub-section (1) of section 11 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government hereby appoints Shri Harihar Ram Nagar as the Chairman of the Barabanki Gramin Bank, Barabanki and specifies the period commencing on the 9-10-82 and ending with the 8-10-85 as the period for which the said Shri Harihar Ram Nagar shall hold office as such Chairman.

2. This is in supersession of the Ministry of Finance, Department of Economic Affairs, Banking Division, notification of even number dated 22-5-1982.

[No. F. 2-13/82-RRB]

RAM BEHRA, Under Secy.

समाहृतसिध केन्द्रीय उत्पाद शुल्क, पोर्बी सं० 10, इन्दौर

अधिसूचना सं० 13/82

इन्दौर, 30 अक्टूबर, 1982

क्रा० आ० 3911.—अधीक्षक, केन्द्रीय उत्पाद शुल्क समूह 'ख' के पद पर पदोन्नति होने पर श्री जी० ए० केलकर निरीक्षक, केन्द्रीय उत्पाद शुल्क (ख० श्रे०) के अधीक्षक मुख्यालय कार्यालय इन्दौर समूह 'ख' के पद पर दिनांक 29-9-82 (पूर्वार्ध) को कार्यभार ग्रहण कर लिया है।

[प० सं० II (3) 9-गोप/81/227]

एस० के० धर, समाहर्ता

CENTRAL EXCISE COLLECTORATE, M.P. POST BAG NO. 10, INDORE

NOTIFICATION NO. 13/82

Indore, the 30th October, 1982

S.O. 3911.—Consequent upon his promotion as Superintendent, Central Excise, Group 'B', Shri G. A. Kelkar, Inspector of Central Excise, (S. G.) has assumed the charge as Superintendent, Central Excise, Group 'B' Hqrs. Office, Indore on 29-9-82 (F.N.).

[C. N. II(3) 9-Con/81/5756]

S. K. DHAR, Collector

## बाणिज्य मंत्रालय

मुख्य निर्यातक, आयात-निर्यात का कार्यालय

आवेश

नई दिल्ली, 8 नवम्बर, 1982

का० आ० 3912.—सर्वश्री टाइपराइटर एण्ड आफिस एप्लायंसिज (इंडिया) का० प्रा० लि०, 72-अरमेनियन स्ट्रीट, मद्रास-1 को एएम-81 प्रबंध के दौरान मशीनों/यंत्रों के फालतू पुर्जों के स्टॉक और बिक्री हेतु आयात करने के लिए 5,668 रुपये मूल्य का एक आयात लाइसेंस सं० पी०/एफ/2027794/सी/एक्सएम/77/एच/80 दिनांक 7-10-80 प्रदान किया गया था।

सर्वश्री टाइपराइटर एण्ड आफिस एप्लायंसिज (इंडिया) का० प्रा० लि० ने अब उपर्युक्त लाइसेंस की सीमाशुल्क प्रयोजन प्रति की अनुलिपि जारी करने के लिए इस आधार पर आवेदन किया है कि मूल सीमाशुल्क प्रयोजन प्रति मद्रास नियत सदन के पास पंजीकृत कराने एवं प्रांशिक रूप से उपयोग करने के बाद खो गई है। पार्टी इस बात से सहमत है कि यदि मूल सीमाशुल्क प्रयोजन प्रति बाद में मिल जाती है तो वह इस कार्यालय को रिफाई के लिए लौटा दी जाएगी।

अपने तर्क के समर्थन में, सर्वश्री टाइपराइटर एण्ड आफिस एप्लायंसिज का० प्रा० लि० ने आयात-निर्यात क्रियाविधि पुस्तक 1982-83 के परिशिष्ट 15 के पैरा 352 के अनुसार एक शपथ पत्र दाखिल किया है। अधो-हस्ताक्षरी संतुष्ट है कि आयात लाइसेंस सं० पी०/एफ/2027794 दिनांक 7-10-80 की मूल सीमाशुल्क प्रयोजन प्रति खो गई है और निवेदन देता है कि लाइसेंस की सीमाशुल्क प्रयोजन प्रति की अनुलिपि आवेदक को जारी कर दी जाए। लाइसेंस की मूल सीमाशुल्क प्रयोजन प्रति रद्द कर दी गई है।

आयात लाइसेंस की सीमाशुल्क प्रयोजन प्रति की अनुलिपि अलग से जारी की जा रही है।

[मि० सं० 1-टी/स्पेर्स/एम-81/जी एल एस]

## MINISTRY OF COMMERCE

Office of the Chief Controller of Imports and Exports

## ORDERS

New Delhi, the 8th November, 1982

S.O. 3912.—M/s. The Typewriter & Office Appliances (India) Co. Pvt. Ltd., 72-Armenian Street, Madras-1, were granted an Import Licence No. P/F/2027794/C/XX/77/H/80 dated 7-10-80 for Rs. 5,666 only for the import of spares of machinery/instruments for stock and sale during AM-81 period.

M/s. The Typewriter & Office Appliances (India) Co., Pvt. Ltd., has now requested for the issue of duplicate copy of Custom Purposes Copy of the above licence on the ground that the Original Customs Purposes Copy has been lost after having been registered with Madras Customs House and utilised partly. The party agrees and undertakes to return the Original Customs Purposes Copy of the licence if traced later on to this office for record.

In support of their contention M/s. The Typewriter & Office Appliances Co. Pvt. Ltd., have filed an affidavit as required as per para 352 of Chapter XV of Hand Book of Import-Export Procedures, 1982-83. The undersigned is satisfied that the Original Customs Purposes Copy of Import Licence No. P/F/2027794 dated 7-10-80 has been lost and directs that duplicate copy of the Customs Purposes Copy of the licence may be issued to the applicant. The original Customs Purposes Copy of the licence has been cancelled.

The Duplicate Copy of Customs Purposes Copy of Import Licence is being issued separately.

[F. No. 1-T/Spares/AM-81/GLS]

नई दिल्ली, 8 नवम्बर 1982

का० आ० 3913.—सर्वश्री एम० पी० इलेक्ट्रॉनिक्स कॉर्पोरेशन, 28 न्यू रोहताक रोड, नई दिल्ली-110005 को 1982-83 के दौरान रंगीन टी० वी सेट्स के विनिर्माण के लिए इलेक्ट्रॉनिक घटकों सहित पुर्जों और घटककों के आयात के लिए 1,56,000 रुपये मूल्य का एक आयात लाइसेंस सं० पी०/एफ, 2030116 दिनांक 13-10-82 प्रदान किया गया था।

2. सर्वश्री एम० पी० इलेक्ट्रॉनिक्स कॉर्पोरेशन, 28, न्यू रोहताक रोड नई दिल्ली ने अब उपर्युक्त लाइसेंस की अनुलिपि प्रतियां जारी करने के लिए इस आधार पर आवेदन किया है कि मूल सीमाशुल्क प्रयोजन एवं मुद्रा विनियमन नियंत्रण प्रति किसी भी सीमाशुल्क प्राधिकारी के पास पंजीकृत कराए और उपयोग किए बिना ही खो गई है। सर्वश्री एम० पी० इलेक्ट्रॉनिक्स कॉर्पोरेशन, नई दिल्ली सहमत है कि यदि मूल सीमाशुल्क प्रयोजन एवं मुद्रा विनियमन नियंत्रण प्रति बाद में मिल जाती है तो वह इस कार्यालय को रिफाई के लिए लौटा देगे।

3. अपने तर्क के समर्थन में सर्वश्री एम० पी० इलेक्ट्रॉनिक्स कॉर्पोरेशन ने आयात निर्यात क्रियाविधि पुस्तिका 1982-83 के परिशिष्ट 15 के पैरा 353 के अनुसार एक शपथ पत्र दाखिल किया है। अधोहस्ताक्षरी संतुष्ट है कि आयात लाइसेंस सं० पी०/एफ/2030116 दिनांक 13-10-82 की मूल सीमाशुल्क एवं मुद्रा विनियमन नियंत्रण प्रयोजन प्रति खो गई है और निवेदन देता है कि लाइसेंस की सीमाशुल्क प्रयोजन एवं मुद्रा विनियमन नियंत्रण प्रतियों की अनुलिपि प्रति जारी कर दी जाए। मूल सीमाशुल्क एवं मुद्रा विनियमन नियंत्रण प्रयोजन प्रतियां एतद्वारा रद्द की जाती हैं।

4. आयात लाइसेंस की सीमाशुल्क एवं मुद्रा विनियमन नियंत्रण प्रयोजन प्रतियां आवेदक को अलग से जारी की जा रही हैं।

[मि० सं० सीटीवी/एयू/81/82-83/जी एल एस]]

शंकर चन्द, उप मुख्य निर्यातक  
उप-मुख्य निर्यातक, आयात-निर्यात

New Delhi, the 6th November, 1982

S.O. 3913.—M/s. M. P. Electronics Corporation, 28, New Rohtak Road, New Delhi-110005 were granted an import licence No. P/F/2030116 dated 13-10-82 for Rs. 1,56,000 only for import of parts and components including electronics components etc. for manufacture of colour TV Sets during 1982-83.

2. M/s. M. P. Electronics Corporation, 28, New Rohtak Road, New Delhi have now requested for issue of duplicate copies of above licence on the ground that the Original Customs Purposes Copy and Exchange Control Copy have been lost without being registered with the custom authority and utilised at all. M/s. M. P. Electronics Corporation, New Delhi agrees and undertakes to return the Original Customs Purposes Copy and Exchange Control Copy of the licence if traced later on to this office for record.

3. In support of his contention M/s. M. P. Electronics Corporation have filed an affidavit as required in terms of para 353 of Chapter XV of Hand Book of Import-Export Procedure, 1982-83. The undersigned is satisfied that the Original Customs Purposes Copy and Exchange Control Copy of import licence No. P/F/2030116, dated 13-10-82 have been lost and directs that duplicate copy of Custom Purposes Copy and Exchange Control Copy of the licence may be issued to the applicant. The Original Customs Purposes Copy and Exchange Control Copy of the licence have been cancelled.

4. The Duplicate Customs Purposes Copy and Exchange Control Copy of the import licence are being issued separately.

[File No. CTV/AU/81/82-83/GLS]

SHANKAR CHAND, Dy. Chief Controller  
for Chief Controller of Imports  
and Exports.



## उप मुख्य निर्यातक, आयात-निर्यात का कार्यालय

अमृतसर, 7 मितम्बर, 1982

विषय :- सर्वश्री वेद स्टील्स एंड वायर्स प्रा० लि०, बी० 2 एण्ड 3, फोकेल प्वाइंट, इन्डस्ट्रियल इस्टेट, मोहली, जिला रोपड़ के नाम में जारी किए गए 2625000 रुपये मूल्य के अधिम लाइसेंस सं० पी० एल/0339289/सी एकम एक्स / 83 / जेड / 82 दिनांक 28-6-82 की मुद्रा विनिमय प्रयोजन प्रति को रद्द करने का आदेश।

का० आ० 3914—सर्वश्री वेदस्तेल्स एंड वायर्स प्रा० लि० बी० 2 एण्ड 3 फोकेल प्वाइंट इन्डस्ट्रियल इस्टेट, मोहली जिला रोपड़ (पंजाब) को 525 मीट्रिक टन जर्मीकृत प्लेट शीट्स / कायन्स के आयात के लिए 2625000 रुपये मूल्य का एक अधिम लाइसेंस सं० पी० एल / 0339289 / सी / एक्सएक्स / 83 / जेड / 82 दिनांक 28-6-82 प्रदान किया गया था। उन्होंने उपर्युक्त लाइसेंस की मुद्रा विनिमय प्रयोजन प्रति की अनुलिपि जारी करने के लिए हम आधार पर आवेदन किया है कि लाइसेंस की मूल मुद्रा विनिमय प्रयोजन प्रति किसी भी सीमाशुल्क अधिकारी के पास पंजीकृत कराए बिना ही खो गई है / अस्थानस्थ हो गई है। वे पक्ष ही घोषित कर चुके हैं कि लाइसेंस बिल्कुल भी प्रयुक्त नहीं हुआ है।

2. अपने तर्क के समर्थन में, आवेदक ने कार्यकारी वंडाधिकारी, चण्डीगढ़ के सामने विद्यमान शपथ लेकर स्टाम्प पेपर पर एक शपथ पत्र दाखिल किया है।

3. मे समुष्ट हूं कि 2625000 रुपये मूल्य का अधिम लाइसेंस सं० पी० एल / 0339289 दिनांक 28-6-82 (मुद्रा विनिमय प्रयोजन प्रति) खो गई है / अस्थानस्थ हो गई है, और आवेदक को उसके स्थान पर पूरे मूल्य अर्थात् 2625000 रुपये के लिए अनुलिपि प्रति जारी की जाए। मूल अधिम लाइसेंस (मुद्रा विनिमय प्रति) सं० पी० एल / 339289 दिनांक 28-6-82 जिसका मूल्य 2625000 रुपये है को पूरे मूल्य के लिए रद्द किया गया गमना जाए।

[निर्मित सं० अधिम 12 / एएम -83 / ईपी-1/एएस प्रार/वाई०]

(Office of the Dy Chief Controller of Imports &amp; Exports)

Amritsar, the 7th September, 1982

Subject.—Order for cancellation of Exchange Purpose Copy of Advance Licence No. P/L/0339289/CXX/83/Z/82 dt. 28-6-82 for Rs. 26,25,000 issued in favour of M/s. Vedsons Steels & Wires Pvt. Ltd. B-2 & 3, Focal Point, Industrial Estate, Mohali, Distt Ropar.

S.O. 3914.—M/s. Vedsons Steels & Wires Pvt. Ltd., B-2 & 3 Focal Point Industrial Estate, Mohali, Distt. Ropar (Pb.) were granted Advance Licence No. P/L/0339289/CXX/83/Z/82 dt. 28-6-82 for Rs. 26,25,000 for import of 525m. t. of Galvanised Plain sheets/coils. They have applied for issue of Duplicate Exchange Purpose Copy of the said licence on the grounds that the Exchange Purpose Copy of the said licence has been lost/misplaced without having been registered with any Customs Authority. They have declared that the said licence has not been utilised at all.

2. In support of this contention, the applicant has filed an affidavit on stamped paper duly sworn before the Executive Magistrate 1st Class Chandigarh.

3. I am satisfied that the Advance Licence No. P/L/0339289 dt. 28-6-82 for Rs. 26,25,000 (Exchange Purpose Copy) has been lost/misplaced and duplicate copy should be issued to the applicant in lieu thereof for the full value i.e. Rs. 26,25,000. The Original Advance Licence (Exchange Copy of the Import Licence No. P/L/0339289 dt. 28-6-82 for Rs. 26,25,000) may be deemed to have been cancelled for the full value of licence i.e. Rs. 26,25,000.

[No. Adv-12/AM 83/EP1/ASR Iic.]

विषय:- सर्वश्री विकास इस्पात प्रा० लि० 320 राम दरबार इन्डस्ट्रियल एरिया, फेज-2 चण्डीगढ़ के नाम में जारी किए गए 2187500/- रुपये मूल्य के अधिम लाइसेंस सं० पी० एल / 0339291 / सी / एक्सएक्स / 83 / जेड / 82 दिनांक 28-6-82 की विनिमय प्रयोजन प्रति को रद्द करने का आदेश।

का० आ० 3915—सर्वश्री विकास इस्पात प्रा० लि० 320 राम दरबार, इन्डस्ट्रियल एरिया, फेज-2 चण्डीगढ़ को 437.5 मी० टन जी० पी० शीट्स / कायन्स के आयात के लिए 2187500 रुपये मूल्य का एक अधिम लाइसेंस सं० पी० एल / 0339291 दिनांक 28-6-82 प्रदान किया गया था। आवेदक ने उपर्युक्त लाइसेंस की मुद्रा विनिमय प्रयोजन प्रति की अनुलिपि प्रति जारी करने के लिए हम आधार पर आवेदन किया है कि किसी भी सीमाशुल्क अधिकारी के पास पंजीकृत कराए बिना ही खो गई है / अस्थानस्थ हो गई है।

2 अपने इस तर्क के समर्थन में आवेदक ने कार्यकारी वंडाधिकारी चण्डीगढ़ के सामने विद्यमान शपथ लेकर स्टाम्प पेपर पर एक शपथ पत्र दाखिल किया है।

3. मैं समुष्ट हूं कि लाइसेंस सं० पी० एल / 0339291 दिनांक 28-6-82 (मुद्रा विनिमय प्रयोजन प्रति) जिसका मूल्य 2187500/- रुपये है खो गई है / अस्थानस्थ हो गई है और आवेदक को पूरे मूल्य के लिए अनुलिपि प्रति जारी की जाए। मूल अधिम लाइसेंस सं० पी० एल / 0339291 दिनांक 28-6-82 मुद्रा विनिमय प्रयोजन प्रति (जिसका मूल्य 2187500 रुपये है, पूरे मूल्य के लिए रद्द समझा जाए।

[सं० 95/अधिम-95/एएम-83/ईपी/1/अमृत/वाई०]

Subject.—Order for cancellation of Exchange Purpose Copy of Advance Licence No. P/L/0339291/CXX/83/Z/82 dt. 28-6-82 issued to M/s. Vikas Ispat Pvt. Ltd., 320-Ram Darbar, Industrial Area, Phase-II, Chandigarh for Rs. 21,87,500.

S.O. 3915.—M/s. Vikas Ispat Pvt. Ltd. 320-Ram Darbar, Industrial Area, Phase-II, Chandigarh were granted Advance Licence No. P/L/0339291 dt. 28-6-82 for Rs. 21,87,500 for import of 437.5 M.T. of G.P. Sheets/Coils. They have applied for issue of duplicate Exchange Purpose Copy of the said above mentioned licence on the grounds that the Exchange Purpose Copy of the said Advance Licence has been lost/misplaced without having been registered with any Customs Authority and utilised at all. They have declared that the said licence has not been utilised at all.

2. In support of this contention, the applicant has filed an affidavit on stamped paper duly sworn before the Executive Magistrate, Chandigarh.

3. I am satisfied that the Advance licence No. P/L/0339291 dt. 28-6-82 for Rs. 21,87,500 (Exchange Purpose Copy) has been lost/misplaced and duplicate copy should be issued to the applicant in lieu thereof for the full value. The Original Advance Licence (Exchange Purpose Copy of Import Licence No. P/L/0339291 dt. 26-6-82 for Rs. 21,87,500, may be deemed to have been cancelled for full unutilised value of Rs. 21,87,500.

[No. 95/Adv.-95/AM-83-EP1/ASR/Lic.]

अमृतसर, 16 सितम्बर, 1982

विषय :- सर्वश्री सुदेश कुमार, 1734/1 कर्मन देवरी, अमृतसर के नाम में जारी 492000 रुपए मूल्य के अधिम लाईसेंस सं० पी/एल/0339392/सी/एक्सएक्स/84/जैड/82 दिनांक 31-7-82 को रद्द करने का आदेश।

का० आ० 3916.—सर्वश्री सुदेश कुमार, 7734/1 कर्मन देवरी, अमृतसर को ज़िप फास्टनर्स के आयात के लिए 492000 रुपए मूल्य का एक अधिम लाईसेंस सं० पी/एल/0339392 दिनांक 31-7-82 और डी ई ई सी सं० 004496 दिनांक 16-8-82 प्रदान किया गया था। उन्होंने अनुलिपि लाईसेंस (दोनों सीमाशुल्क एवं मुद्रा विनियम प्रयोजन प्रति) एवं डी ई ई सी की प्रतियां जारी करने के लिए इस आधार पर आवेदन किया है कि सीमाशुल्क एवं विनियम प्रतियां और डी ई ई सी बिना प्रयुक्त हुए खो गई हैं/अस्थानस्थ हो गई हैं। उन्होंने घोषित किया है कि उपर्युक्त लाईसेंस एवं डी ई ई सी बिल्कुल भी प्रयोग में नहीं लाए गए हैं।

2. अपने तर्कों के समर्थन में, आवेदक ने कार्यकारी दहाधिकारी अमृतसर के सामने विधिवत् शपथ लेकर स्टाम्प पेपर पर एक शपथ पत्र दाखिल किया है।

3. मैं संतुष्ट हूँ कि 492000/- रुपए मूल्य का अधिम लाईसेंस सं० पी/एल/0339392 दिनांक 31-7-82 (सीमाशुल्क प्रयोजन प्रति मुद्रा विनियम नियंत्रण प्रति और डी ई ई सी) खो गई है/अस्थानस्थ हो गई है और अनुलिपि प्रतियां 492000/- रुपए मूल्य के लिए और डी ई ई सी आवेदक को जारी की जाए। मूल्य (दोनों प्रतियां) अर्थात् सीमाशुल्क प्रयोजन एवं मुद्रा विनियम नियंत्रण प्रतियां लाईसेंस 0339392 दिनांक 31-7-82 जिसका मूल्य 492000/- रुपए था और डी ई ई सी सं० 004496 दिनांक 16-8-82 अपने 492000/- रुपए के पूरे अप्रयुक्त मूल्य के लिए रद्द समझा जाए।

[मिसिल सं० अधिम/72/एएम-83/ईपीआई/एएमआर/आई]

Amritsar, the 16th September, 1982

Subject.—Order for cancellation of Advance Licence No. P/L/0339392/C/XX/84/Z/82 dated the 31-7-82 for Rs. 492000 in favour of M/s. K. D. Sudesh Kumar 1734/1 Karmon Deori Amritsar.

S.O. 3916.—M/s. K. D. Sudesh Kumar 7734/1 Karmon Deori Amritsar were granted Advance Licence No. P/L/0339392 dated 31-7-82 for Rs. 492000 and DEEC No. 004496 dated 16-8-82 for the Import of Zip Fastner. They have applied for the issue of duplicate licence (both customs and exchange purpose copies) and DEEC on the grounds that the both customs and exchange copies and DEEC of the above said licence has been lost/misplaced without having been registered with any customs authority and utilised at all. They have declared that the above said licence with DEEC have not been utilised at all.

2. In support of their contention, the applicant has filed an affidavit on stamp paper duly sworn before the Executive Magistrate, Amritsar.

3. I am satisfied that the Advance Licence No P/L/0339392 dt. 31-7-82 for Rs. 492000 (Customs Purpose copy Exchange purpose copy and DEEC) have been lost/misplaced and duplicate copies should be issued to the applicant in lieu thereof for the full value of Rs. 492000 and DEEC. The Original (both copies is customs purpose and exchange control purpose) of the Import Licence No 0339392 dt. 31-7-82 for Rs. 492000 and DEEC No 004496 dt. 16-8-82 may be deemed to have been cancelled for the full unutilised value of Rs. 492000.

[File No. Adv./72/AM 83/EPI/ASR/Lic]

विषय:- सर्वश्री राम मूर्ति राज कुमार, 1734/1 कर्मन देवरी, अमृतसर के नाम में जारी किए गए 484400/- रुपए मूल्य के एक अधिम लाईसेंस सं० पी/एल-0339391/सी/एक्सएक्स/83/जैड/82 दिनांक 31-7-82 को रद्द करने का आदेश।

का० आ० 3917—सर्वश्री राम मूर्ति राज कुमार, 1734/1 कर्मन देवरी अमृतसर को ज़िप फास्टनर्स के आयात के लिए 484400/- रुपए मूल्य का एक अधिम लाईसेंस सं० पी/एल/0339391/सी/एक्सएक्स/83/जैड/82 दिनांक 31-7-82 और डी ई ई सी सं० 004497 दिनांक 16-8-82 प्रदान किया गया था। उन्होंने अनुलिपि लाईसेंस (दोनों सीमाशुल्क प्रयोजन प्रति एवं मुद्रा विनियम नियंत्रण प्रति) और उपर्युक्त अधिम लाईसेंस की डी ई ई सी जारी करने के लिए इस आधार पर आवेदन किया है कि वे बिना किसी सीमाशुल्क प्राधिकारी के पास पंजीकृत कराए और बिना उपयोग में लाए गए हैं/अस्थानस्थ हो गए हैं। उन्होंने यह घोषित किया है कि उपर्युक्त लाईसेंस और डी ई ई सी का बिल्कुल भी उपयोग नहीं किया गया है।

2. अपने इस तर्कों के समर्थन में आवेदक ने कार्यकारी दहाधिकारी, अमृतसर के सामने विधिवत् शपथ लेकर स्टाम्प पेपर पर एक शपथ पत्र भी दाखिल किया है।

3. मैं संतुष्ट हूँ कि 484400/- रुपए मूल्य का अधिम लाईसेंस सं० पी/एल/0339391 दिनांक 31-7-82 (दोनों प्रतियां) और डी ई ई सी सं० 004497 दिनांक 16-8-82 खो गया है/अस्थानस्थ हो गया है। अतः आवेदक को उसके स्थान पर पूरे मूल्य के लिए लाईसेंस एवं डी ई ई सी की अनुलिपि जारी कर दी जाए आयात लाईसेंस सं० पी/एल/0339391 दिनांक 31-7-82 का मूल्य अधिम लाईसेंस (मुद्रा विनियम नियंत्रण प्रति एवं सीमाशुल्क प्रयोजन प्रति) एवं डी ई ई सी सं० 004497 दिनांक 16-8-82 अपने पूरे 484400 रुपए के अप्रयुक्त मूल्य के लिए रद्द किए गए समझे जाएं।

[सं० अधिम 73/एएम-83/ईपीआई/एएमआर/एलआईसी]

Subject.—Order for cancellation of Advance Licence No. P/L-0339391/C/XX/83/Z/82 dt. 31-7-82 for Rs. 484400 issued to M/s. Ram Murti Raj Kumar, 1734/1 Karmon Deori, Amritsar.

S.O. 3917.—M/s. Ram Murti Raj Kumar, 1734/1, Karmon Deori, Asr. were granted Advance Licence No. P/L-0339391/C/X/83/Z/82 dt. 31-7-82 for Rs. 48440 and DEEC No. 004497 dt. 16-8-82 for import of Zip Fastner. They have applied for issue of duplicate Licence (Both Customs purpose and exchange control copies) and DEEC of the above said Advance Licence on the grounds that the same has been lost/misplaced without having been registered with any custom authority and utilised at all. They have declared that the said licence and DEEC has not been utilised at all.

2. In support of this connection, the applicant has filed an affidavit on stamped paper duly sworn before the Executive Magistrate, Amritsar.

3. I am satisfied that the Advance Licence No. P/L-0339391 dt. 31-7-82 for Rs. 484400 (Both copies) has been lost/misplaced. DEEC No. 004497 dt. 16-8-82 has also been misplaced/lost. The duplicate licence and DEEC should be issued to the applicant in lieu thereof for the full value. The original Advance Licence (Exchange purpose copy and custom purpose copy) of import Licence No. P/L-0339391 dt. 31-7-82 and DEEC No. 004497 dt. 16-8-82 for Rs. 484400 may be deemed to have been cancelled for full unutilised value of Rs. 484400.

[No. Adv./AM-83/EPI/ASR/LIC]

विषय:- सर्वश्री के. डी. सुदेश कुमार, 350 शास्त्री नगर, अमृतसर के नाम में जारी किए गए 600000/- रुपए मूल्य के अधिम लाईसेंस सं० 339382 दिनांक 20-7-82 को रद्द करने का आदेश।

का० आ० 3918—सर्वश्री के. डी. सुदेश कुमार, 350 शास्त्री नगर, अमृतसर को ज़िप फास्टनर्स के आयात के लिए 600000/- रुपए मूल्य का एक अधिम लाईसेंस सं० 0339382 दिनांक 20-7-82 प्रदान किया गया था। उन्होंने लाईसेंस (दोनों सीमाशुल्क प्रयोजन एवं मुद्रा विनियम नियंत्रण

वि) और डी ई ई सी की अनुमति जारी करने के लिए इस आधार पर आवेदन किया है कि मूल्य प्रतिष्ठा एवं डी ई ई सी बिना किसी सीमा-शुल्क प्राधिकारी के पास पंजीकृत कराए और बिना प्रयुक्त हुए खो गई है/अस्थानस्थ हो गई है।

2. अपने इस तर्क के समर्थन में आवेदक ने कार्यकारी दहाधिकारी अमृतसर के सामने विधिवत् जपथ लेकर स्टाम्प पेपर पर एक शपथ पत्र भी दाखिल किया है।

3 मैं सतुष्ट हूँ कि 600000 रुपए मूल्य का अधिम लाइसेंस सं० 0339382 दिनांक 20-7-82 सीमाशुल्क प्रयोजन प्रति मुद्रा विनियम नियंत्रण प्रति एवं डी ई ई सी) आवेदक से खो गया है/अस्थानस्थ हो गया है और पूरे 600000 रुपए मूल्य के लिए आवेदक का अनुमति जारी की जाए। मूल आधार लाइसेंस सं० 0339382 दिनांक 20-7-82 (दोनों प्रतियाँ अधिम सीमाशुल्क प्रयोजन एवं मुद्रा विनियम नियंत्रण प्रतियाँ जिसका मूल्य 600000 रुपए है और डी ई ई सी सं० 004503 दिनांक 17-8-82 अपने पूरे अप्रयुक्त मूल्य के लिए रद्द किए गए समझे जाएंगे।

[सं अधिम /70/एम-83/ई पी आई /एएस आर /आई]  
लक्ष्मण सिंह, उप मुख्य निबंधक,

Subject.—Order for cancellation of Advance Licence No. 0339382 dt. 20-7-82 for Rs. 600000 issued in favour of M/s. Kay Tex International, 350, Shastri Nagar, Amritsar.

S.O. 3918.—M/s. Kay Tex International, 350, Shastri Nagar, ASR were granted Advance Licence No. 0339382 dt. 20-7-82 and DEEC No. 004503 dt. 17-8-82 for Rs. 600000 for Import of Zip Fastners. They have applied for issue of duplicate licence (both customs purpose and exchange control copies) and DEEC on the grounds that the both customs purpose copy and exchange control copy and DEEC have been lost/misplaced without having been registered with any custom authority and utilised at all. They have declared that the above said licence with DEEC has not been utilised at all.

2. In support of this contention, the applicant has filed an affidavit on stamped paper duly sworn before the Executive Magistrate, Amritsar.

3. I am satisfied that the Advance Licence No. 0339382 dt. 20-7-82 for Rs. 600000 (Custom purpose copy and Exchange control copy and DEEC) have been lost/misplaced and duplicate copy should be issued to the applicant in lieu thereof for the full value Rs. 600000 and DEEC. The original (both copies that is custom purpose and exchange control purpose) of Import Licence No. 0339382 dt. 20-7-82 for Rs. 600000 and DEEC No. 004503 dt. 17-8-82 may be deemed to have been cancelled for full unutilised value of Rs. 600000.

[No. Adv/70/AM-83/EPI/ASR/LIC]

LACHHMAN SINGH, Dy. Chief Controller

### उद्योग मंत्रालय

### औद्योगिक विकास विभाग

### आवेदन

नई दिल्ली, 30 अक्टूबर, 1982

का० प्रा० 3199—केन्द्रीय सरकार, विकास परिषद (प्रक्रिया) नियम, 1952 के नियम 3, 4 और 5 के साथ पठित उद्योग विकास और विनियमन अधिनियम, 1951 (1951 का 65) की धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए, निम्नलिखित व्यक्तियों को इस आवेदन की तारीख से दो वर्षों तक की अवधि के लिए खोनी उद्योग विकास परिषद का सदस्य नियुक्त करती है, अर्थात्:

खोनी उद्योग विकास परिषद्

अध्यक्ष

1. सचिव,

खाद्य विभाग, नई दिल्ली।

सदस्य-सचिव

2. संयुक्त सचिव, खोनी के प्रभारी,

खाद्य विभाग, कृषि मंत्रालय, नई दिल्ली।

सदस्य)

3. श्री ए० जी० कुवकर्णी, संसद सदस्य (राज्य सभा)

89, शाहजहा रोड, नई दिल्ली,

4. श्री आर० एन० माने, गांव नरेश (चौहानवा)

29 मोता बाग, नई दिल्ली,

5. श्री एम० मिश्रा/बाबेल मन्त्र सचिव (लोक सभा)

5. नार्थ एवेन्यू, नई दिल्ली।

6. महानिदेशक, तकनीकी विकास

उद्योग मंत्रालय, औद्योगिक विकास-विभाग, नई दिल्ली

7. मुख्य निदेशक,

खोनी निदेशालय, नई दिल्ली।

8. निदेशक,

राष्ट्रीय खोनी संस्थान

कानपुर।

9. श्री० पी० एन० कौल,

अधिक सलाहकार,

नागरिक पूर्ति मंत्रालय, नई दिल्ली।

10. श्री को० बी० एम मुनि,

संयुक्त सलाहकार,

योजना आयोग,

नई दिल्ली।

11. प्रबंध निदेशक

राष्ट्रीय सहकारिता विकास निगम,

4, श्री इस्टीम्यूमेन्स एरिया,

होज खास, नई दिल्ली, 110016 या उक्त प्रतिनिधि

12. श्री आर० एन० माहू

संयुक्त महाप्रबंधक,

भारतीय औद्योगिक विनियम,

बैंगलूर बडोवा विनिष्ठ

16, समर्थ मार्ग नई दिल्ली।

13. अध्यक्ष इंडियन शुगर मिल्स एसोसिएशन,

शुगर हाउस, 39, नेहरू प्लेस, नई दिल्ली।

14. अध्यक्ष, नेशनल फेडरेशन ऑफ कापरेटिव शुगर

फैक्ट्रीज लि० सरस्वती हाउस चौथी मंजिल,

27, नेहरू प्लेस, नई दिल्ली।

15. अध्यक्ष भारतीय, गुप्ता विकास परिषद,

माहिबाबाद, उत्तर प्रदेश,

[फ० नं० 8 (18) /82/ सं० खो० एन०]

के० के० जलवाय, निदेशक

, MINISTRY of INDUSTRY

(Department of Industrial Development)

ORDER

New Delhi, the 30th October, 1982

S.O. 3919.—In exercise of the powers conferred by section 6 of the Industries (Development and Regulation) Act, 1951

(65 of 1951), read with rules 3, 4 and 5 of the Development Councils (Procedural) Rules, 1952 the Central Government hereby appoints, for a period of two years with effect from the date of this Order, the following persons to be members of the Development Council for Sugar Industry, namely :—

#### DEVELOPMENT COUNCIL FOR SUGAR INDUSTRY

##### CHAIRMAN

##### 1 Secretary,

Department of Food, New Delhi.

##### MEMBER-SECRETARY

##### 2. Joint Secretary, incharge of Sugar,

Department of Food, Ministry of Agriculture New Delhi.

##### MEMBERS

##### 3. Shri A. G. Kulkarni, M. P. (Rajya Sabha), 89, Shahjehan Road, New Delhi.

##### 4. Shri R. S. Mane, M. P. (Lok Sabha), 29, Meena Bagh, New Delhi.

##### 5. Shri S. Singarvadiel, M. P. (Lok Sabha), 59, North Avenue, New Delhi.

##### 6. Director General of Technical Development, Ministry of Industry, Department of Industrial Development, New Delhi

##### 7. Chief Director, Directorate of Sugar, New Delhi.

##### 8 Director, National Sugar Institute, Kanpur.

##### 9 Shri P. N. Kaul, Economic Adviser, Ministry of Civil Supplies, New Delhi.

##### 10. Shri K. V. S. Murthi, Joint Adviser, Planning Commission, New Delhi.

##### 11. Managing Director, National Cooperatives Development Corporation, 4, Siri Institutional Area, Haus Khas, New Delhi-110016 or his representative.

##### 12. Shri R. N. Sahoo, Joint General Manager, Industrial Finance Corporation of India, Bank of Baroda Building, 16, Sansad Marg, New Delhi.

##### 13. The President, Indian Sugar Mills Association, Sugar House, 39, Nehru Place, New Delhi.

##### 14. The President, National Federation of Cooperative Sugar Factories Ltd., Saraswati House (IIIrd Floor), 27, Nehru Place, New Delhi.

##### 15 The Chairman, Indian Sugarcane Development Council, Sahibabad, Uttar Pradesh.

[File No. 8(18)/82-CDN]

K. K. JASWAL, Director

#### ऊर्जा मंत्रालय

(कोयला विभाग)

नई दिल्ली, 29 अक्टूबर, 1982

का० आ० 3920.—कोयला खान भविष्य निधि स्कीम के पैरा 4 के उपपैरा (3) के साथ पठित कोयला खान भविष्य निधि घोर प्रकीर्ण उपबंध अधिनियम 1948 (1948 का 46) की धारा 3क की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा, श्री एस० दास गुप्ता, महासचिव, इंडियन नेशनल माईनवर्कर्स फेडरेशन, राजेन्द्र पथ, धनबाद को कोयला खान भविष्य निधि के न्यासी बोर्ड में भारत सरकार के पूर्व श्रम मंत्रालय की अधिसूचना सं० का० आ० 2151 दिनांक 15 जुलाई, 1978 की क्रम संख्या 20 के सामने पुनः न्यासी के रूप में नियुक्त करती है।

[सं० 7(3)/80 प्रशा-1 (पी एक)]

श्रीमती क० सूद, निदेशक

#### MINISTRY OF ENERGY

(Department of Coal)

New Delhi, the 29th October, 1982

S.O.3920.—In exercise of the powers conferred by sub-section (1) of section 3A of the Coal Mines Provident Fund and Miscellaneous Provisions Act 1948 (46 of 1948) read with sub-paragraph (3) of paragraph 4 of the Coal Mines Provident Fund Scheme, the Central Government hereby reappoints Shri S. Das Gupta, General Secretary, Indian National Mineworkers' Federation, Rajendra Path, Dhanbad as a trustee of the Board of Trustees, Coal Mines Provident Fund against serial No. 20 of the notification of the Government of India in the erstwhile Ministry of Labour No. S. O. 2151 dated the 15th July 1978.

[No. 7(3)/80 Admn.-I(PF)]

Smt. K. SOOD, Director

#### इस्पात और खान मंत्रालय

(खान विभाग)

नई दिल्ली, 9 नवम्बर, 1982

का० आ० 3921.—सार्वजनिक परिवार (अनधिकृत अधिभोक्ताओं की देखरेख) अधिनियम, 1971 (1971 का 40) की धारा 3 द्वारा प्रदत्त अधिकारों का प्रयोग करते हुए तथा भारत सरकार, इस्पात और खान मंत्रालय (खान विभाग) की दिनांक 3-12-75 की अधिसूचना सं० का० आ०



15 तथा दिनांक 4 अक्टूबर, 1979 को अधिसूचना संख्या 6(25) 79 धातु-2 के अधिनियम में, केंद्र सरकार एच.एन.ए.ए. का नियमित प्राधिकरण हिन्दुस्तान जिंक लिमिटेड, उदयपुर, के निम्नलिखित मार्गों के कालम 1 में उल्लिखित अधिकारियों को, सरकार के राजपत्रित अधिकारियों के समकक्ष होने के लिये कथित अधिनियम के प्रयोजनों के लिए सम्पदा अधिकारी नियुक्त करनी है जो कथित हिन्दुस्तान जिंक लिमिटेड की सार्वजनिक परिसर के संबंध में कथित मार्गों के कालम 2 तत्संबन्धी क्षेत्राधिकार की स्थानीय सीमाओं के अन्तर्गत उन सभी अधिकारों का प्रयोग करेंगे तथा व सभी कार्य करेंगे, जो कथित अधिनियम के द्वारा प्रस्तावित उनके अन्तर्गत सम्पदा अधिकारियों को सौंपे गए हैं।

## मार्ग

अधिकारियों के नाम	स्थानीय क्षेत्राधिकार
1 महाप्रबन्धक, जावर खान, जिला, उदयपुर, (राजस्थान)।	जिला उदयपुर (राजस्थान) की तहसील गिरवा के ग्राम जावर, टिडी और अमरपुरा तथा तहसील शारदा के ग्राम भलारिया, सिगतवारा और रेवातालाई में स्थित जावर खान समूह।
2 महाप्रबन्धक, जस्ता प्रदायक दबारी, पो. आ. देवारी, उदयपुर (राजस्थान)।	जिला उदयपुर (राजस्थान) की तहसील गिरवा के ग्राम देवारी और बिजडी तथा तहसील मावली के ग्राम गुडली में स्थित जस्ता प्रदायक और उसके अधीन रिहायशी कालोनी, भवन बुला क्षेत्र और भूमि तथा अन्य परिसर।
3 कार्य प्रबन्धक, सीमा प्रदायक, टुन्डू पो. आ. टुन्डू, जिला धनबाद, बिहार।	जिला धनबाद (बिहार) के जिला भगमाग, उप-संभाग भगमाग के गांव टुन्डू में समूचा सीमा प्रदायक, उसके विभिन्न भवन, रिहायशी कालोनी और खुली भूमि तथा उसके अन्तर्गत अन्य परिसर।
4 महाप्रबन्धक, राजपुरा दरीबा खान, पो. आ. डीबा, जिला उदयपुर, (राजस्थान)।	जिला उदयपुर की तहसील रेनमगग के ग्राम दरीबा, राजपुरा, अंजना, मुहेश्वरिया तथा जिला चित्तौड़गढ़ की तहसील कामल के ग्राम चकनापड़िया में स्थित राजपुरा दरीबा खान समूह (अधिकृत भूमि और उस पर निमित्त भवन सहित) का सम्पूर्ण खान गढ़ा क्षेत्र।
5 ग्रुप महाप्रबन्धक, (वाणिज्यिक) मुख्यालय, 6, नया फतेहपुरा, उदयपुर (राजस्थान)।	उदयपुर शहर (राजस्थान) में स्थित कम्पनी के मुख्यालय के भवन और उसके आस-पास, क्वार्टर, नेस्ट हाऊस, तथा कार्यालय परिसर।
6 महा प्रबन्धक, जस्ता प्रदायक, बिशाखापल्ली, जिला बिशाखापल्ली, (आन्ध्र प्रदेश)।	जिला बिशाखापल्ली (आन्ध्र प्रदेश) के मिन्डी तथा मुनानुडा ग्रामों में सम्पूर्ण जस्ता प्रदायक रिहायशी

1 आन्ध्र प्रदेश।	कालोनी तथा सलीम और अन्य परिसर।
7 अधीक्षक खान, मनोहर खान, जिला उदयपुर, राजस्थान।	जिला उदयपुर (राजस्थान) में तहसील गिरवा के ग्राम मट्टन कनपुर तथा मकरवाय में स्थित मट्टन खान।
8 मुख्य परियोजना प्रबन्धक, मर्यापल्ली खान परियोजना पो. आ. मर्यापल्ली, जिला मुन्दगाड, उड़ीसा।	ग्राम किरपासा, बालडेगा, तेन्दीपल्ली, मडिकानी, बरवांग, भारतपुर तथा इन्डानाला में मर्यापल्ली का समूचा खान पट्टा क्षेत्र (अधिकृत भूमि तथा उस पर निमित्त भवन सहित)।

9. अधीक्षक खान, अमिनगुडाला सीमा परियोजना पो. आ. बंशला मोट्ट, जिला गुडूर, आन्ध्र प्रदेश।	बंशला मोट्ट ग्राम में स्थित अमिनगुडाला का सम्पूर्ण खान पट्टा क्षेत्र (अधिकृत भूमि और उस पर निमित्त भवन सहित)।
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[फाइल नं. 6 (17)/82 मेटल-2]  
प्रम. प्रम. मजमूर निदेशक

## MINISTRY OF STEEL AND MINES

(Department of Mines)

New Delhi, the 9th November, 1982

S. O. 3921.—In exercise of the powers conferred by section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971) and in supersession of the notification of the Government of India in the Ministry of Steel and Mines (Department of Mines) number S.O. 15 dated 3-12-75 and No. 6(25)/79-Met. II, dated 4th October 1979, the Central Government hereby appoints the officers of Hindustan Zinc Ltd. Udaipur, a corporate authority mentioned in column 1 of the Table below, being officers equivalent to the rank of gazetted officers of Government to be estate officers for the purposes of the said Act, who shall exercise the powers conferred and perform the duties imposed on estate officers by or under the said Act within the local limits of their respective jurisdictions specified in the corresponding entries in column 2 of the said Table in respect of public premises belonging to the said Hindustan Zinc Limited.

## TABLE

Designation	Local limits of jurisdiction
1. General Manager, Zawar Mines, District Udaipur, Rajasthan.	Zawar Group of Mines located in village Zawar, Tidi and Amarpura, Tehsil Gira and villages Bhalaria, Singatwara and Rewatalai, Tehsil Sarada of District Udaipur (Rajasthan).

1	2
2. General Manager, Zinc Smelter, Debari P.O. Debari, Udaipur, Rajasthan.	Zinc smelter including the residential colony buildings and open area and land and other premises under the zinc smelter in villages Debari and Blchdi in Tehsil Girwa and village Gudli in Tehsil Mavli, District Udaipur (Rajasthan).
3. Works Manager, Lead Smelter, Tundoo P.O. Tundoo, District Dhanbad, Bihar.	Complete lead smelter, its various buildings, residential colony and open land and other premises under the lead smelter in village Tundoo, Sub-Division Bhagmara, P.S. Bhagnara of District Dhanbad (Bihar).
4. General Manager, Rajpura Dariba Mines, P.O. Dariba, District Udaipur, Rajasthan.	Entire mining lease area of Rajpura-Dariba group of mines (including lands acquired and buildings constructed thereon) in villages Dariba, Rajpura, Anjana, Mahendriya of Tehsil Railmagra, District Udaipur and village Chakpatria of Tehsil Kapasan, District Chittorgarh (Rajasthan).
5. Group General Manager (Commercial), Head Office, 6, New Fatehpura, Udaipur, (Rajasthan).	Head office buildings, quarters, guest houses and office premises of the company at headquarters located in Udaipur City (Rajasthan).
6. General Manager, Zinc Smelter, Visakhapatnam, Andhra Pradesh.	Complete zinc smelter residential colony and open land and other premises in villages Mindi and Mulaguda District Visakhapatnam (Andhra Pradesh).
7. Superintendent of Mines Maton Mines, District Udaipur, Rajasthan.	Maton mines located in villages Maton, Kanpur and Lakarvas of Tehsil Girwa, District Udaipur (Rajasthan).
8. Chief Project Manager, Sargipali Mine Project, P.O. Sargipali, District Sundargarh, Orissa	Entire mining lease area of Sargipali (including lands acquired and buildings constructed thereon) in villages Kirplsara, Lokdega, Nailipalli, Mahikani, Badabanga, Bharatpur and Icchanala.
9. Superintendent of Mines, Agnigundala Lead Project, P.O. Bandalamottu, District Guntur, Andhra Pradesh.	Entire mining lease area of Agnigundala located in Bandalamottu village (including lands acquired and buildings constructed thereon).

[File No. 6(17)/82—Met.II]

M. L. MAJUMDAR, Director

## नौवहन और परिवहन मंत्रालय

(नौवहन पक्ष)

नई दिल्ली, 29 अक्टूबर, 1982

(व्यापार नौवहन)

क्रां.सं. 3922:—केन्द्रीय सरकार, राष्ट्रीय नाविक कल्याण बोर्ड नियम, 1963 की धारा 3 और 4 के साथ पठित व्यापार नौवहन अधिनियम, 1958 (1958 का 44) की धारा 210 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इसी मंत्रालय की समसंख्यक अधिसूचना दिनांक 9-12-1981/जो 26-12-1981 के कां.सं. 3470 और दिनांक 11-2-1982 जो 27-2-1982 के कार्यालय आदेश 765 के रूप में प्रकाशित हुई थी, के क्रम में निम्नलिखित को बोर्ड के सदस्य के रूप में शामिल करती है:—

श्री स्कैटो सु, संसद सदस्य,

19, साउथ एवेन्यू, नई दिल्ली-110011.

[क्रां.सं. एस० डब्ल्यू/ एम० डब्ल्यू एस० 14/81-एस० टी०]  
अमराग भटनागर, अवर सचिव

## MINISTRY OF SHIPPING AND TRANSPORT

(Shipping Wing)

New Delhi, the 29th October 1982

## (MERCHANT SHIPPING)

S.O. 3922.—In exercise of the powers conferred by sub-section (i) of Section 210 of the Merchant Shipping Act, 1958 (44 of 1958), read with rules 3 and 4 of the National Welfare Board for Seafarers Rules, 1963 and in continuation of this Ministry's Notification of even number dated 9-12-1981 published as S. O. 3470 of 26-12-1981 and Notification dated 11-2-1982 published on 27-2-1982 as S. O. 765, the Central Government hereby includes the following as member of the Board :—

Shri Scato Swu, Member of Parliament,

19, South Avenue, New Delhi 110011.

[No. SW/MWS-14/81-MT]

A. BHATNAGAR, Under Secy.

## संचार मंत्रालय

(डाक सार बोर्ड)

नई दिल्ली, 11 नवम्बर, 1982

क्रां.सं. 3923:—अस्थायी आदेश संख्या 627 दिनांक 8 मार्च, 1960 द्वारा लागू किए गए भारतीय सार नियम, 1951 के नियम 434 के खण्ड III के पैरा (क) के अनुसार डाक-सार महाविभाग ने कोटाकस्टोडियन/यन्त्रागम/गतिवृत्ति/अगमपट्टा/गुचिबिस्मि/विभाषपति/पिल्लर देवीकोद केन्द्र में दिनांक 1-12-82 से प्रमाणित वर प्रकाशी लागू करने का विवेक किया है।

[संख्या 5-6/82 की० एच० बी०]

## MINISTRY OF COMMUNICATIONS

(P&amp;T Board)

New Delhi, the 11th November, 1982

**S.O. 3923.**—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S. O. No. 627 dated 8th March, 1960, the Director General, Posts and Telegraphs, hereby specifies 1-12-1982 as the date on which the Measured Rate System will be introduced in Kotagundreddu|Thungandram|Gandepalli|Jaggampeta|kuchi-varipalli|Thimmampalli/Piler Telephone Exchanges Andhra Pradesh Circle.

[No. 5-6/82-PHB]

नई दिल्ली, 16 नवम्बर, 1982

**का. आ. 3924** :—स्थायी आदेश संख्या 627, दिनांक 8 मार्च, मार्च, 1980 द्वारा लागू किए गए भारतीय तार नियम, 1951 के नियम 434 के खण्ड (3) के पैरा (क) के अनुसार डाक-तार महानिदेशक ने मालूर/माहानूर/बगालूर टेलीफोन केन्द्र में दिनांक 1-12-1982 से प्रमाणित दर प्रणाली लागू करने का निर्देश किया है।

[संख्या 5-4/82/पी. एच. बी.]

आर. सी. कटारिया, सहायक महानिदेशक,  
(पी एच. बी.)

New Delhi, the 16th November, 1982

**S.O. 3924.**—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director General, Posts and Telegraphs, hereby specifies 1-12-1982 as the date on which the Measured Rate System

will be introduced in MALLUR/MOHANUR/BAGALUR Telephone Exchanges, TAMIL NADU Circle.

[No. 5-4/82-PHB]

R. C. KATARIA, Asstt. Director General(PHB)

## शिक्षा तथा संस्कृति मंत्रालय

(शिक्षा विभाग)

नई दिल्ली, 12 नवम्बर, 1982

**का० आ० 3925**—विश्वविद्यालय अनुदान आयोग अधिनियम, 1956 (1956 का 3) की धारा 6 की उपधारा (1) के साथ पठित धारा 5 की उपधारा (1) द्वारा प्रदत्त अधिकारों का प्रयोग करने हुए, केन्द्र सरकार एतद्वारा शिक्षा और संस्कृति मंत्रालय में सचिव श्री मता सरला ग्रेवाल को श्री मता अन्ता आर० मल्होत्रा के स्थान पर तीन वर्षों की अवधि के लिए विश्वविद्यालय अनुदान आयोग का सदस्य नियुक्त करता है।

[सं० एफ० 10-56/82-डेस्क (यू०)]  
म० रा० कोल्हटकर, संयुक्त सचिव

## MINISTRY OF EDUCATION &amp; CULTURE

(Department of Education)

New Delhi, the 12th November, 1982

**S.O. 3925.**—In exercise of the powers conferred by sub-section (1) of section 5 read with sub-section (i) of section 6 of the University Grants Commission Act, 1956 (3 of 1956), the Central Government hereby appoints Mrs. Serla Grewal, Secretary, Ministry of Education and Culture to be a Member of the University Grants Commission for a term of three years vice Mrs. Anna R. Malhotra.

[No. F. 10-56/82-Desk (U)]

M. R. KOLHATKAR, Jt. Secy.

## संस्कृति विभाग

## भारतीय पुरातत्त्वीय सर्वेक्षण

नई दिल्ली, 12 नवम्बर, 1982

## पुरातत्त्व

**का० आ० 3926**—केन्द्रीय सरकार ने, भारत के राजपत्र, भाग 2, खंड 3, उखंड (11), तारीख 6 फरवरी, 1982 में पृष्ठ 471—73 पर प्रकाशित, भारत सरकार के संस्कृति विभाग (भारतीय पुरातत्त्व सर्वेक्षण) की अधिसूचना सं० का० आ० 419, तारीख 21 जनवरी, द्वारा, नोचे दी गई अनुसूची में विनिर्दिष्ट प्राचीन सम्मारक को राष्ट्रीय महत्व का घोषित करने के अपने आशय की दो मान की सूचना दी थी और प्राचीन सम्मारक तथा पुरातत्त्व स्थल और अवशेष अधिनियम, 1958 (1958 का 24) की धारा 4 की उपधारा (1) की अपेक्षानुसार उक्त अधिसूचना की एक प्रति उक्त प्राचीन सम्मारक के पास एक सहज दृश्य स्थान पर चिपका दी थी।

और उक्त गणपति की प्रतिमा जनता का 4 मार्च 1982 को उपलब्ध करा दी गई थी;

और केन्द्रीय सरकार का किसी व्यक्ति में कोई आशेष प्राप्ति नहीं हुआ है,

अतः अब केन्द्रीय सरकार उक्त अधिनियम की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए इनके द्वारा अब अनुसूची में विनिर्दिष्ट उक्त प्राचीन सम्मारक को राष्ट्रीय महत्त्व का घोषित करती है;

#### अनुसूची

राज्य	जिला	तहसील	अवस्थान	सम्मारक का नाम	संरक्षण के अधीन सम्मिलित किए जात वाले सर्वेक्षण प्लॉट संख्या
1	2	3	4	5	6
केरल	त्रिचूर	तालापिर्ला	चेम्पन बट्टा	तीर्थ रेखांक में दर्जित सर्वेक्षण प्लॉट सं० 131/6, 132/1, 132/2, 133/2 और सर्वेक्षण प्लॉट सं० 134/1 के भाग में समा-विष्ट पार्श्वस्थ क्षेत्र सहित निम्न मंदिर सम्पत्तियाँ	तीर्थ रेखांक में दर्जित सर्वेक्षण प्लॉट सं० 131/6, 132/1, 132/2, 133/1, 133/2, और सर्वेक्षण प्लॉट सं० 134/1 का भाग

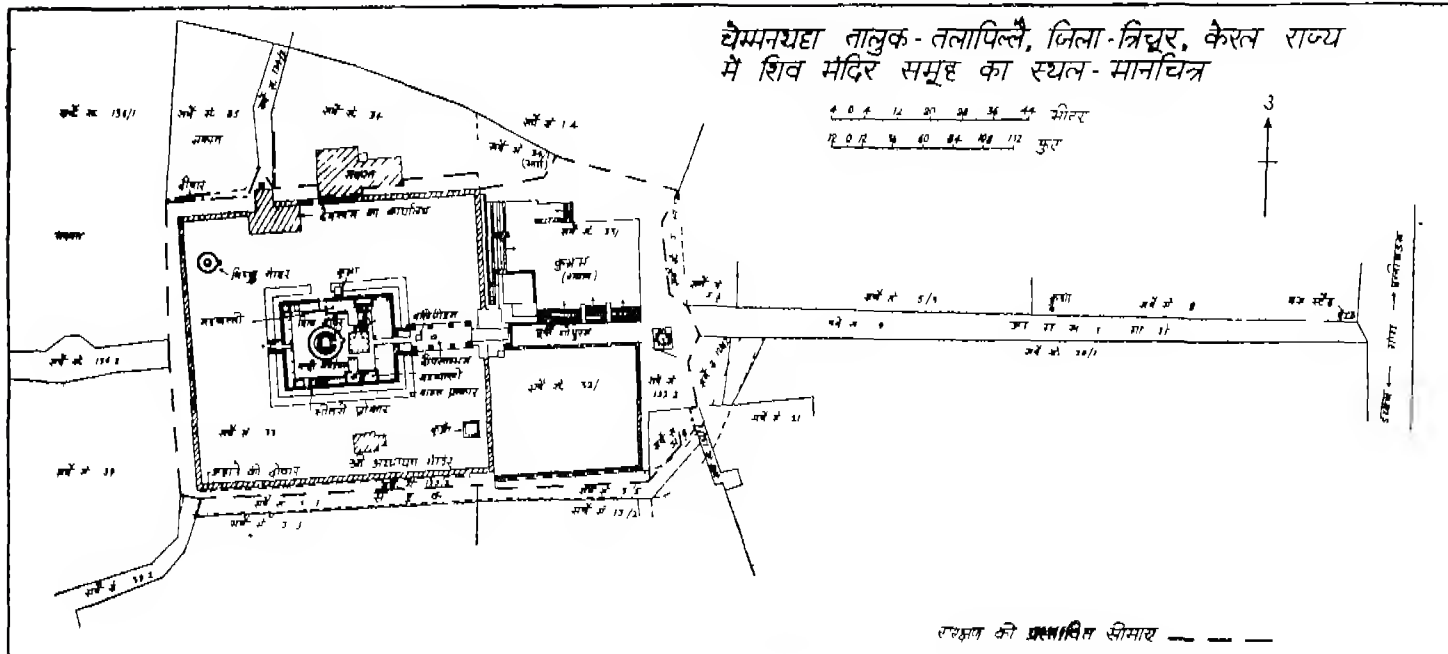
क्षेत्र	सीमाएं	स्वामित्व	टिप्पणी
7	8	9	10
0 8679	उत्तर सर्वेक्षण प्लॉट सं० 114, 134/2 135 और सर्वेक्षण प्लॉट सं० 134/1 का शेष भाग	सर्वेक्षण प्लॉट सं० 131/6 132/1 133/1 और 134/1 चेम्पनबट्टा मन्दिर के श्री कोटल की दीवारों पर के देवाम्बम् सर्वेक्षण प्लॉट सं० 132/2, 133/2 देवाम्बम् पोंगवा के	मन्दिर में पूजा होती है। मन्दिर के श्री कोटल की दीवारों पर के भित्ति चित्र पहले से ही सुरक्षित है।
	पूर्व सर्वेक्षण प्लॉट सं० 115/2, 116, 130/2 और 131/1		



8

दक्षिण सर्वेक्षण प्लॉट सं० 131/5  
131/7 और 139/2  
पश्चिम सर्वेक्षण प्लॉट सं० 136/1  
136/2 139/1

चेम्मानथट्टा तालुक-तलापिल्लै, जिला-त्रिचूर, केरल राज्य  
में शिव मंदिर समूह का स्थल-मानचित्र



[सं० 27/3/79 सं० 10]

DEPARTMENT OF CULTURE  
ARCHAEOLOGICAL SURVEY OF INDIA

New Delhi, the 12th November, 1982

## ARCHAEOLOGY

S. O. 3926 —Whereas by the notification of the Government of India, Department of Culture (Archaeological Survey of India), S.O. No 449 dated the 21st January, 1982, published in the Gazette of India, Part II, Section 3, Sub-section (ii), dated the 6th February, 1982 at pages 471-73, the Central Government gave two months notice of its intention to declare the ancient monument specified in the Schedule below to be of national importance, and a copy of the said notification was affixed in a conspicuous place near the said ancient monument, as required by sub-section (1) of section 4 of the Ancient Monuments and Archaeological Sites and Remains Act, 1958 (24 of 1958),

And whereas the copies of the said Gazette notification were made available to the public on the 4th March, 1982,

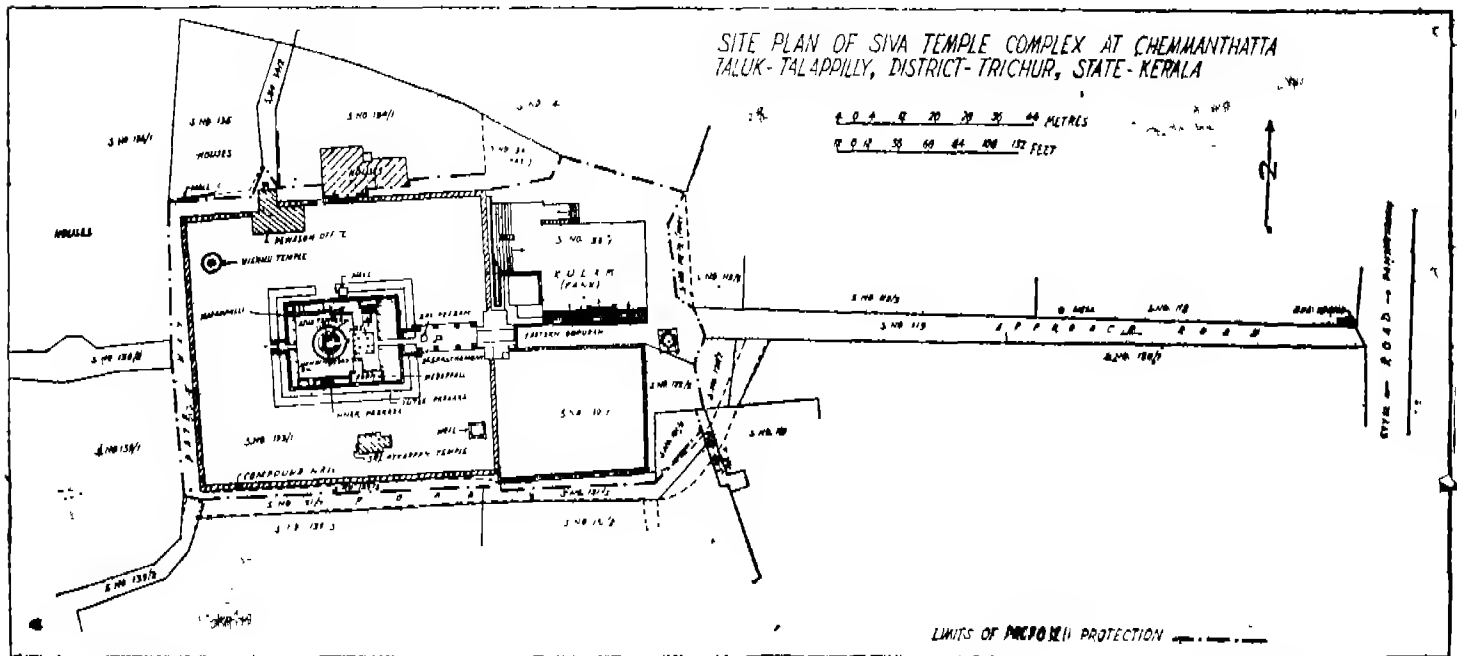
And whereas no objections have been received from the public by the Central Government,

Now, therefore, in exercise of the powers conferred by sub-section (3) of section 4 of the said Act, the Central Government hereby declares the said ancient monument specified in the Schedule annexed hereto to be of national importance

## SCHEDULE

State	District	Tehsil	Locality	Name of monument	Revenue plot numbers included under protection
1	2	3	4	5	6
Kerala	Trichur	Talapilly	Chemmanthatta	Siva temple complex together with adjacent area comprised in survey plot Nos 131/6, 132/1, 132/2, 133/2 and part of survey plot No 134/1 as shown in the site plan reproduced below	Survey plot Nos 131/6, 132/1, 132/2, 133/1, 133/2 and part of survey plot No 134/1 as shown in the site plan reproduced below

Area	Boundaries	Ownership	Remarks
7	8	9	10
0.8679 Hectares	North:—Survey plot Nos. 114, 134/2, 135 and remaining portion of survey plot No. 134/1 East:—Survey plot Nos. 115/2, 119, 120/2 and 131/1 South:—Survey plot Nos. 131/5, 131/7 and 139/2 West:—Survey plot Nos. 136/1, 136/2, 139/1.	Survey plot Nos. 131/6, 132/1, 133/1 and 134/1. Chemmanthatta Dewaswom. Survey plot Nos. 132/2, 133/2 Dewaswom Poramboke.	Temple is under worship. Mural paintings on the walls of Srikoil of the Temple are already under protection.



[No. 2A/3/79—M]

का०आ० 3927 :—केन्द्रीय सरकार ने, भारत के राजपत्र, भाग 2, खण्ड 3, उपखण्ड (ii) तारीख 3 अप्रैल, 1982 के पृष्ठ 1548-1550 पर प्रकाशित, भारत सरकार के संस्कृति विभाग (भारतीय पुरातत्व सर्वेक्षण) की अधिसूचना सं० का० आ० 1365, तारीख 20 मार्च, 1982 द्वारा, उक्त अधिसूचना के उद्देश्य अनुसूची में विनिर्दिष्ट प्राचीन संस्मारक को राष्ट्रीय महत्व का घोषित करने के अपने आशय की दो मास की सूचना दी थी और प्राचीन संस्मारक तथा पुरातत्वीय स्वरूप और भवशेष अधिनियम, 1958 (1958 का 24) की धारा 4 की उपधारा (1) की अपेक्षानुसार उक्त अधिसूचना की एक प्रति उक्त प्राचीन संस्मारक के पास एक सहज दृश्य स्थान पर चिपका दी थी।

और उक्त राजपत्र की प्रतिया जनता को 3 जून, 1982 को उपलब्ध करा दी गई थी ;

और केन्द्रीय सरकार को किसी व्यक्ति से कोई आक्षेप प्राप्त नहीं हुआ है ।

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 4 की उपधारा (3) द्वारा प्रदत्त शक्तियों को प्रयोग करते हुए, इससे उपाखण्ड अनुसूची में विनिर्दिष्ट उक्त प्राचीन संस्मारक को राष्ट्रीय महत्व का घोषित करती है

### अनुसूची

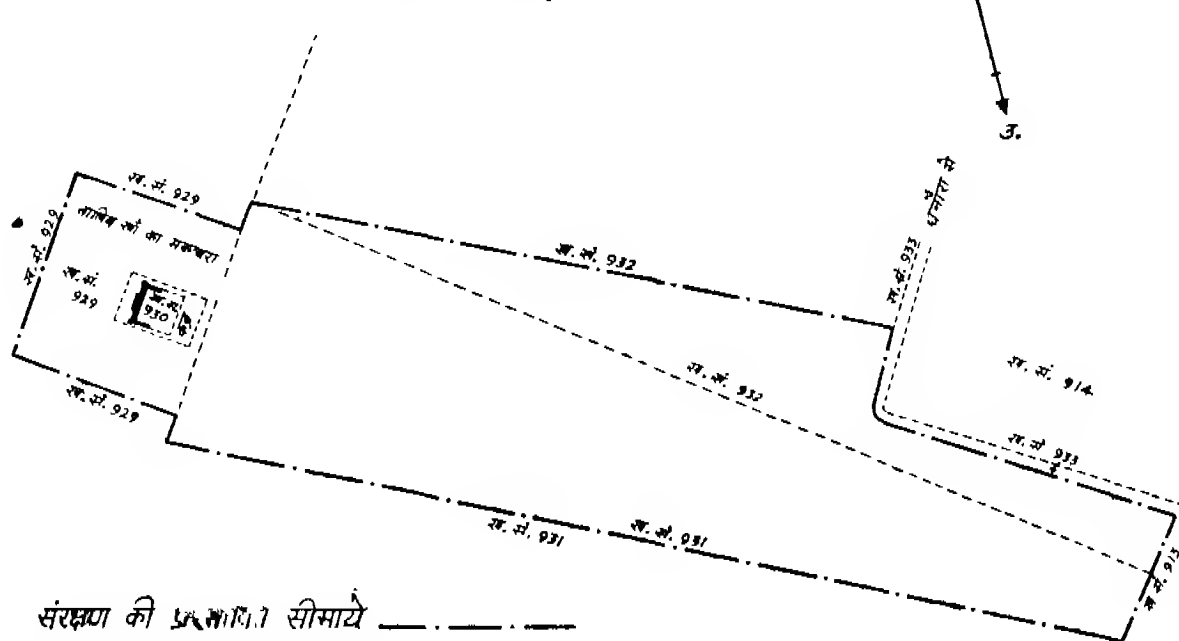
राज्य	जिला	तहसील	अवस्थान	संस्मारक का नाम	संरक्षण के अधीन सम्मिलित किए जाने वाले सर्वेक्षण प्लॉट सं०
1	2	3	4	5	6
1. उत्तर प्रदेश	मुंगेरबाब	हसनपुर	आजमपुर	तीसरे दिग. गण स्थान रेखांक में दर्शित सर्वेक्षण प्लॉट सं० 930 और 931 प्लॉट सं० 929 931 और 932 के भाग के क्षेत्र सहित तालिब खान का मकबरा	सर्वेक्षण प्लॉट सं० 930 और 929, 931 और 932 के भाग

1	2	3	4	5	6
2. उत्तर प्रदेश	मुरादाबाद	हसनपुर	आज़मपुर	नीचे दिए गए स्थल रेखांक में दर्शित सर्वेक्षण प्लॉट सं० 914 के भाग में समाविष्ट पार्श्वस्थ क्षेत्र सहित अब्दुल गफ़ूर शाह के पौत्र वा मकबरा और एक मस्जिद	नीचे दिए गए स्थल रेखांक में दर्शित सर्वेक्षण प्लॉट सं० 1195 के क्षेत्र और सर्वेक्षण प्लॉट सं० 1196 के भाग सहित अब्दुल गफ़ूर शाह का मकबरा
3. उत्तर प्रदेश	मुरादाबाद	हसनपुर	आज़मपुर	नीचे दिए गए स्थल रेखांक में दर्शित सर्वेक्षण प्लॉट सं० 1195 और सर्वेक्षण प्लॉट सं० 1196 का भाग	नीचे दिए गए स्थल रेखांक में दर्शित सर्वेक्षण प्लॉट सं० 1195 और सर्वेक्षण प्लॉट सं० 1196 का भाग

क्षेत्र	सीमाएं	स्वामित्व	टिप्पणी
7	8	9	10
1. 18 हेक्टर	उत्तर : सर्वेक्षण प्लॉट सं० 929, 912 के बीच भाग और सर्वेक्षण प्लॉट सं० 933 (कच्ची मड़क) पूर्व : सर्वेक्षण प्लॉट सं० 931 का भाग और कच्ची मड़क दक्षिण : सर्वेक्षण प्लॉट सं० 929 और 931 के भाग पश्चिम : सर्वेक्षण प्लॉट सं० 929 का भाग	प्राइवेट	धार्मिक उपयोग में नहीं है

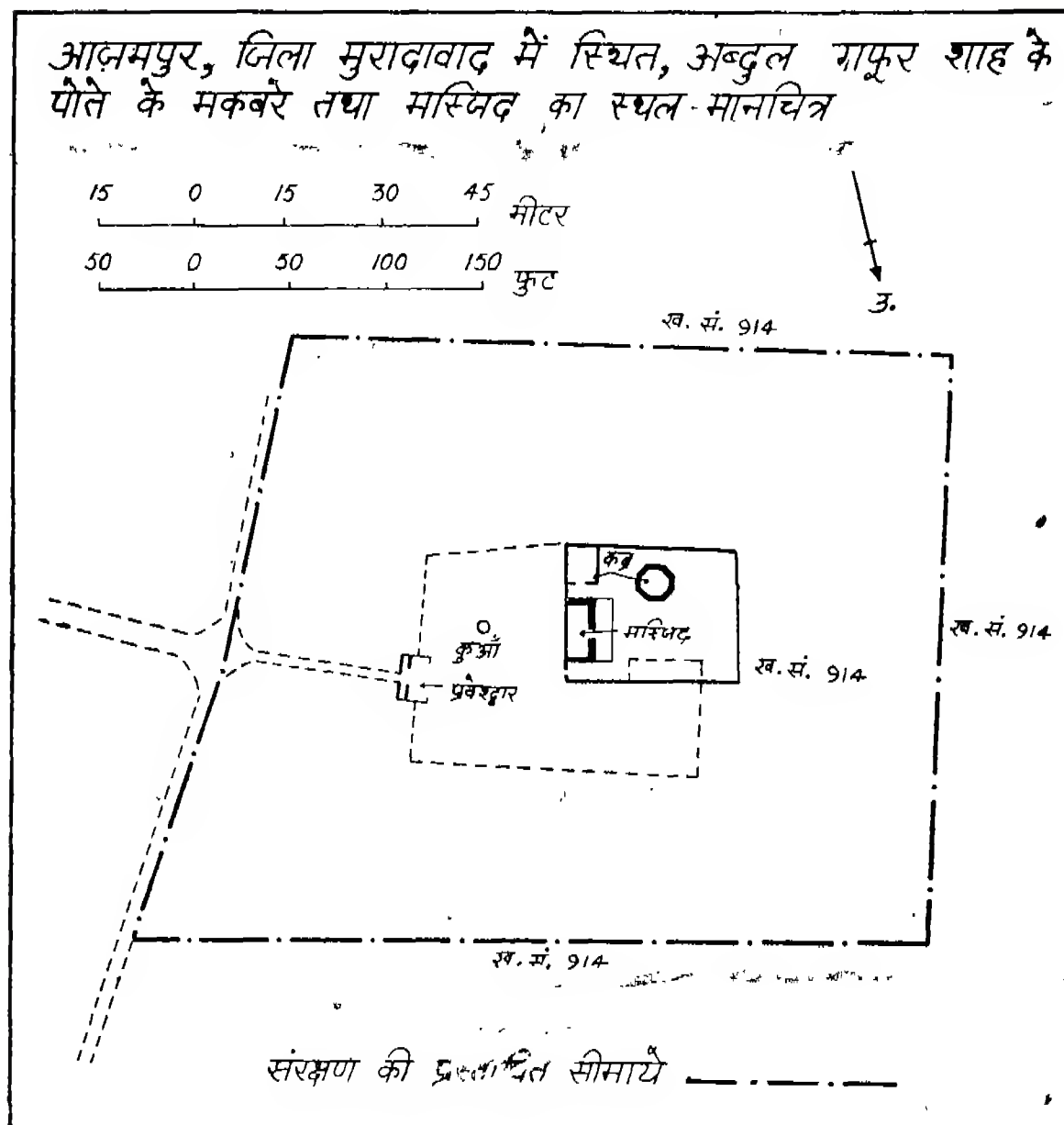
आज़मपुर, जिला मुरादाबाद में स्थित तालिब खों के मकबरे का स्थल मानचित्र

15 0 15 30 45 60 मीटर  
50 0 50 100 150 200 फुट



संरक्षण की प्रास्ताविक सीमाये

7	8	9	10
1.14 हेक्टर	उत्तर : सर्वेक्षण प्लॉट सं० 914 का शेष भाग	ग्राम पंचायत	बासिक उपयोग में है।
	पूर्व : सर्वेक्षण प्लॉट सं० 914 का शेष भाग		
	दक्षिण : सर्वेक्षण प्लॉट सं० 914 का शेष भाग		
	पश्चिम : सर्वेक्षण प्लॉट सं० 933 (कच्ची सड़क)		

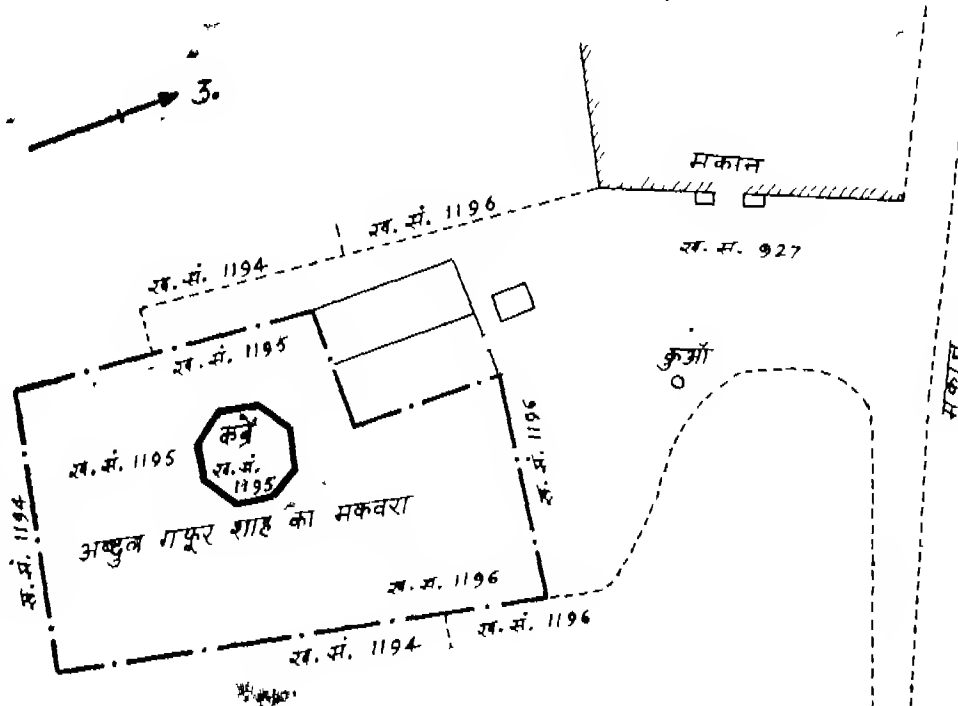




7	8	9	10
112 हिस्ट्री	उत्तर सर्वेक्षण प्लॉट नं० 1196 का शेष भाग और मस्जिद	ग्राम पंचायत (जिला मुख्यालय)	प्राचीन अवशेषों में नहीं है।
	पूर्व सर्वेक्षण प्लॉट नं० 1194 और सर्वेक्षण प्लॉट नं० 1196 का शेष भाग		
	दक्षिण सर्वेक्षण प्लॉट नं० 1194		
	पश्चिम सर्वेक्षण प्लॉट नं० 1196 का शेष भाग और सर्वेक्षण प्लॉट नं० 1194		

आजमपुर, जिला मुरादाबाद, (उ.प्र.) में स्थित अब्दुल गफूर शाह के मकबरे का स्थल मानचित्र

9 0 9 18 27 मीटर  
30 0 30 60 90 फुट



संरक्षण की प्रस्तावित सीमाएँ

[सं० 2/2/75-सं०]

S.O. 3927.—Whereas by the notification of the Government of India in the Department of Culture (Archaeological Survey of India), No. S.O. 1365, dated the 20th March, 1982, published in the Gazette of India, Part II, Section 3, Sub-969 GI/82—3,

section (ii), dated the 3rd April, 1982 at pages 1551-1553, the Central Government gave two months' notice of its intention to declare the ancient monuments specified in the Schedule annexed to that notification to be of national importance, and a copy of the said notification was annexed in

a conspicuous place near the said ancient monuments, as required by subsection (1) of section 4 of the Ancient Monuments and Archaeological Sites and Remains Act, 1958 (24 of 1958);

And whereas the copies of the said Gazette notification were made available to the public on the 3rd June, 1982;

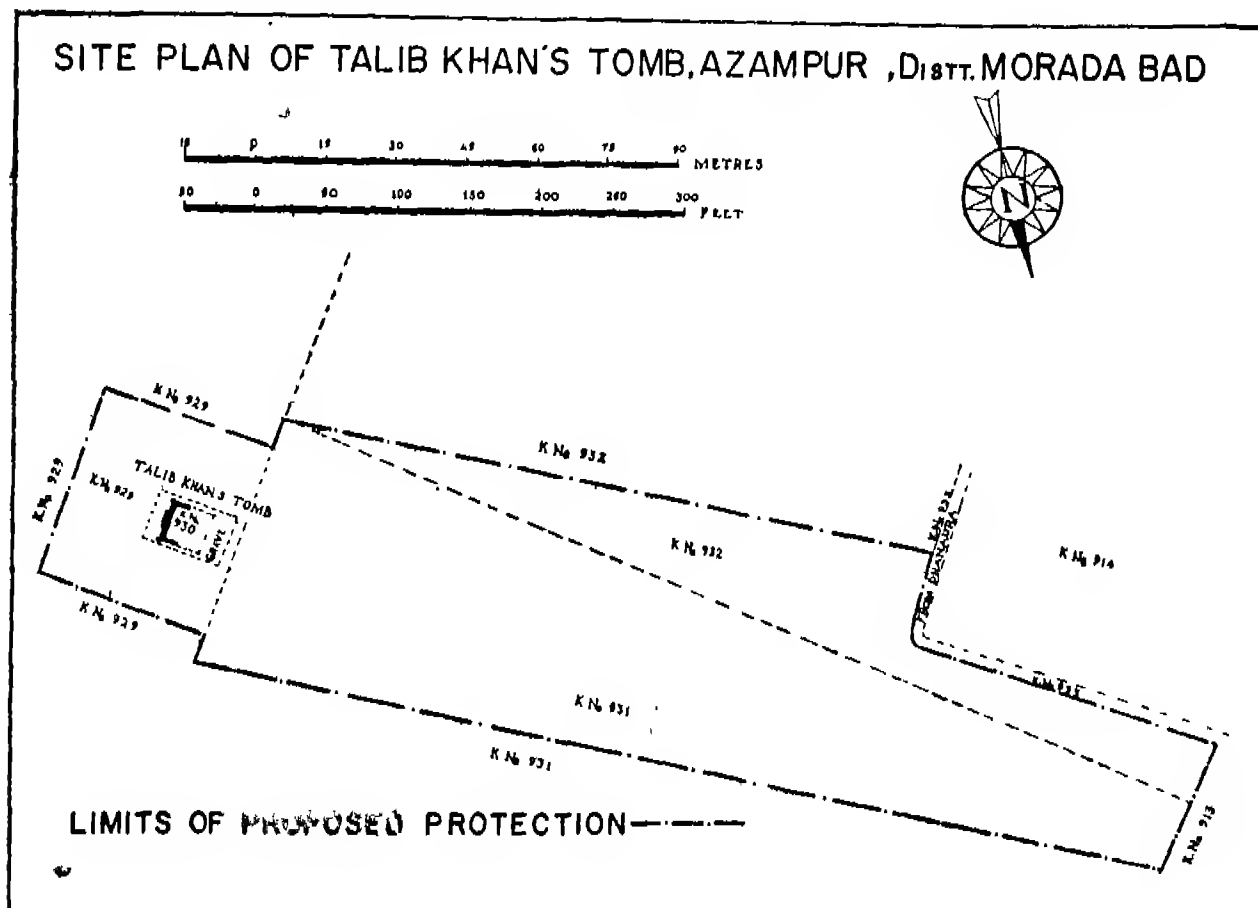
And whereas no objections have been received from the public by the Central Government;

Now, therefore, in exercise of the powers conferred by sub-section (3) of section 4 of the said act, the Central Government hereby declares the said ancient monuments specified in the Schedule annexed hereto to be of national importance.

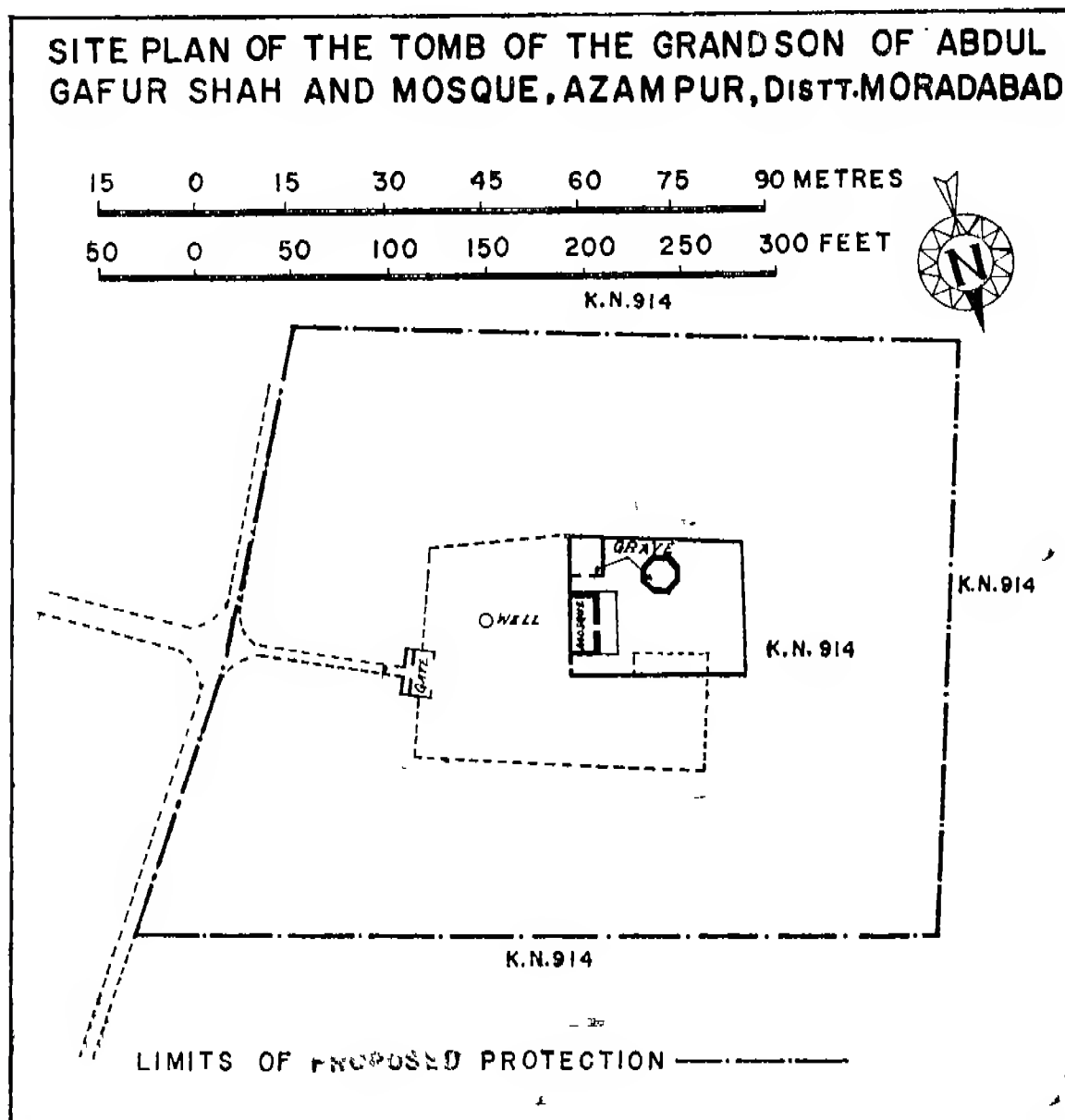
#### SCHEDULE

State	District	Tehsil	Locality	Name of monument	Revenue plot numbers included under protection
1	2	3	4	5	6
I. Uttar Pradesh	Moradabad	Hasanpur	Azampur	Talib Khan's tomb together with the area in survey plot No. 930 and parts of survey plot Nos. 929, 931 and 932 as shown in the site plan reproduced below.	Survey plot No. 930 and parts of survey plot Nos. 929, 931 and 932.
II. Uttar Pradesh	Moradabad	Hasanpur	Azampur	Tomb of the grandson of Abdul Gafur Shah and a mosque together with the adjoining area comprised in part of survey plot No. 914 as shown in the site plan reproduced below.	Part of survey plot No. 914.
III. Uttar Pradesh	Moradabad	Hasanpur	Azampur	Tomb of Abdul Gafur Shah together with the area in survey plot No. 1195 and a part of survey plot No. 1196 as shown in the site plan reproduced below.	Survey plot No. 1195 and part of survey plot No. 1196 as shown in the site plan reproduced below.

Area	Boundaries	Ownership	Remarks
7	8	9	10
1.18 Hectares	North:—Remaining portions of survey plot Nos. 929, 932 and survey plot No. 933 (kacha road). East:—Portion of survey plot No. 931 and Kacha road. South:—Portion of survey plot Nos. 929 and 931. West:—Portion of survey plot No. 929.	Private	Not in religious use

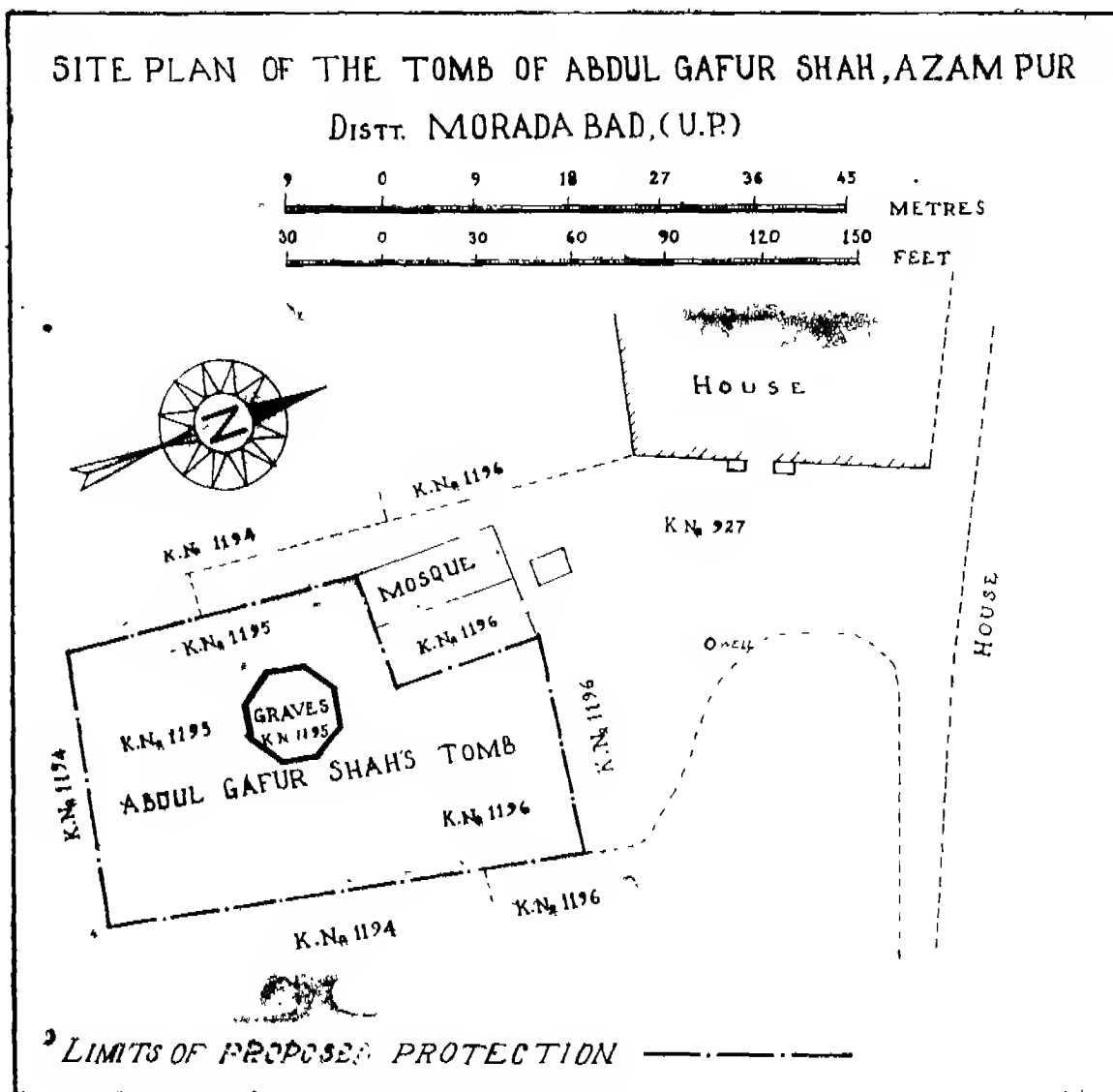


7	3	0	10
1.14	North:—Remaining portion of survey plot No. 914	Gram Panchayat	In religious use
Hectares	East:—Remaining portion of survey plot No. 914.		
	South:—Remaining portion of survey plot No. 914.		
	West:—Survey plot No. 933 (Kacha Road).		



7	8	9	10
0.112	North:—Remaining portion of survey plot No. 1196 and mosque.	Gram Panchayat (Ziarat)	Not in religious use.
Hectares	East:—Survey plot No. 1194 and remaining portion of survey plot No. 1196.		

South:—Survey plot No. 1194.  
West:—Remaining portions of survey plot No. 1196  
and survey plot No. 1194.



[No. 2/2/75-M]

नई दिल्ली, 8 नवम्बर, 1982

**सुविष्ट**

का०. जा०. 3928 -- भारत सरकार के राजपत्र, भाग-11, खण्ड 3, उपखण्ड (ii) तारीख 3-4-82 के पृष्ठ संख्या 1548-1550 पर प्रकाशित संस्कृति विभाग (पुरातत्व) की अधिसूचना सं० का०. जा०. सं० 1365 तारीख 20-3-82 की धनसूची से --

1 पृष्ठ 1548, 1549 और 1550 पर, स्तम्भ 1 में, "राज्य" शीर्षक के नीचे "उत्तर-प्रदेश" शब्दों के सामने श्रृंखला '1, 2 और 3' अन्तर्स्थापित किया जाएगा।

2 पृष्ठ 1548 पर, प्रविष्टि 1 के सामने, स्तम्भ 5 में, 'संस्मारक का नाम' शीर्षक के नीचे, "ताम्र खान का मकबरा", शब्दों से पूर्व "महिन" शब्द अन्तर्स्थापित किया जाएगा।

3 पृष्ठ 1548 पर प्रविष्टि 1 के सामने स्तम्भ 8 में, "समाप्त" शीर्षक के नीचे "पूर्व" के सामने '933' श्रृंखला के स्थान पर "931", श्रृंखला पड़े।

4 पृष्ठ 1550, प्रविष्टि 3 के सामने, स्तम्भ 5 में, 'संस्मारक का नाम' शब्दों के नीचे "सर्वेक्षण प्लॉट सं० 930 और प्लॉट सं० 929, 931 तथा 932 के भाग के क्षेत्र "मक़्दा और श्रृंखला के स्थान पर",

'सर्वेक्षण प्लॉट सं० 1195 के क्षेत्र और सर्वेक्षण प्लॉट सं० 1961' के भाग के" शब्द और श्रृंखला पड़े।

[सं० 2/2/75-संस्मा०]

दे० मित्र, महानिदेशक  
एवं पदेन सयुक्त सचिव,

New Delhi, the 8th November, 1982

**CORRIGENDUM**

**S.O. 3928.**—In the Schedule to the notification of the Government of India, Department of Culture (Archaeology) S. O. No. 1365 dated 20-3-82 published at pages 1551—1553 of the Gazette of India, Part II, Section 3, Sub-Section (ii), dated the 3-4-82 —

(i) at page 1551 under column 8 for the words "Survey plot No. 933" appearing against East boundary read "survey plot No. 931".

(ii) at page 1553 under column 8 for the words "survey plot No. 1192" appearing against East boundary read "survey plot No. 1194".

[No. 2/2/75-M]

D. MIRA, Director General and  
Ex-Officio Joint Secy



**भारत और पश्चिम बंगाल**  
(अम विभाग)

ई दिल्ली, 6 नवम्बर, 1982

कां० आ० 3929—त्रिपुरा राज्य सरकार ने कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 10 की उपधारा (1) के खण्ड (घ) के अनुसरण में श्री ए० के० घोषाल के स्थान पर श्री आर० एन० चक्रवर्ती, सचिव, त्रिपुरा सरकार को शिक्षित प्रसुधिया परिषद में उस राज्य में प्रतिनिधित्व करने के लिए नामनिर्दिष्ट किया है;

अतः, अब केन्द्रीय सरकार कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 10 की उपधारा (1) के अनुसरण में, भारत सरकार के अम बंगाल की अधिसूचना संख्या कां० आ० 3329, दिनांक 19 नवम्बर, 1981 में निम्नलिखित संशोधन करती है, अर्थात्—

उक्त अधिसूचना में “(संशोधित राज्य सरकारों द्वारा धारा 10 की उपधारा (1) के खण्ड (घ) के अधीन नामनिर्दिष्ट)”, शीर्षक के नोच मद 21 के सामने की प्रविष्टि के स्थान पर निम्नलिखित प्रविष्टि रखा जायेगी, अर्थात्—

“श्री आर० एन० चक्रवर्ती,  
सचिव, अम विभाग,  
त्रिपुरा सरकार,  
अगर्ताला”.

[यू० 16012/17/82 एच०आई०]

**MINISTRY OF LABOUR AND REHABILITATION**  
(Department of Labour)

New Delhi, the 6th November, 1982

S.O. 3929.—Whereas the State Government of Tripura has, in pursuance of clause (d) of sub-section (1) of section 10 of the Employees' State Insurance Act, 1948 (34 of 1948) nominated Shri R. N. Chakraborty, Secretary to Government of Tripura to represent that State on the Medical Benefit Council in place of Shri S. K. Ghoshal;

Now, therefore, in pursuance of sub-section (1) of section 10 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby makes the following amendment in the notification of the Government of India in the Ministry of Labour No. S. O. 3329, dated 19th November, 1981, namely :—

In the said notification, under the heading “(Nominated by the State Governments concerned under clause (d) of sub-section (1) of section 10)” for the entry against item 21, the following entry shall be substituted, namely :—

“Shri R. N. Chakraborty,  
Secretary to the Govt. of Tripura,  
Agartala.”

[No U-16012/17/82-HU]

कां० आ० 3930—वैमस एंसाइएटेड सोल्यूशंस लिमिटेड, मधुबनगर, कोयम्बूर 641105 (टी० एन०/83), (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है,

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अधिधाय या प्रीमियम का संचाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन

बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारीयों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप बहुबद्ध बीमा स्कीम 1976 (जिसे इसमें पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूत है;

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपपन्न अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

**अनुसूची**

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, तमिलनाडु को ऐसी विवरणियाँ भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएँ प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभागों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा और केन्द्रीय सरकार उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अंतर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संचाय, लेखाओं का अन्तर्गण, निरीक्षण प्रभागों का संचाय आदि भी है, होने वाले सभी व्ययों का बहुत नियोजक द्वारा किया जायगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारीयों की अनुसूची की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम पुराने दर्ज करेगा और उसकी वास्तव आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को मदद करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारीयों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारीयों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारीयों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुभूत हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर स्कीम के अधीन मन्दिर रकम उस रकम से कम है, जो कर्मचारी को उस दशा में संदय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के अधिक वारिस/नामनिर्दिष्टों को प्रतिकार के रूप में दोनों रकमों के अन्तर के बराबर रकम का संचाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, तमिलनाडु के पूर्व, अनुमोदन के बिना नहीं किया जायगा और जहाँ किसी संशोधन से कर्मचारीयों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारीयों को अपनी दृष्टिकोण स्पष्ट करने का अधिकार प्रदान करेगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को ब्यवगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में उन मूल सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होने, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के साथ बिन के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/228/82-पी० एक०-2]

**S.O. 3930.**—Whereas Messrs Associated Cement Companies, Madukkari, Coimbatore-641105 (TN/83), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

#### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Tamil Nadu, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employees.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Tamil Nadu, and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014/228/82-PF. II]

का० अ० 3931:—मैसर्स एसोसिएटेड सीमेण्ट कम्पनी लिमिटेड, भुवनेश्वर सीमेण्ट वर्क्स, डाकघर बी० सी० इन्डियन पुरजपुर (122101) जिला अम्बाला (कोडगी० यू०/1) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आবেदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अधिवास या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहायक बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुजोय हैं;

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपजड़ अनुसूची में निर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के समान उपबन्धों के प्रवर्तन में छूट देती है।

#### अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि प्रायुक्त, पंजाब को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रसारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रसारों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जावेगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब तक की उनमें संशोधन किया जाए, तब उन संशोधनों की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उनकी मुख्य भाषाओं का अनुवाद, स्थापन के सूचना-बुद्ध पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजन किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम गुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों की उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुसूच्य हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है, जो कर्मचारी की उस दशा में संदेय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामानिर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि प्रायुक्त, पंजाब के पूर्व अनुमोदन के बिना नहीं किया जायेगा और जहाँ किसी संशोधन ने कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि प्रायुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों की अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उन सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो वह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस निगम तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियम करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी का अन्वयण हो जाने दिया जाता है या छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि वह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके तृकदार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय न्यूनता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के मात वित्त के भीतर सुनिश्चित करेगा।

[संख्या एस०-35014/175/82-ए० एफ० 2]

**S.O. 3931.**—Whereas Messrs Associated Cement Companies Limited, Bhupendra Cement Works, P. O. BCW Surajpur (133301), Distt. Ambala (Code-PU/1). (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

#### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Punjab, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employers.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.



6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Punjab and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014 (235)/82-PF. II]

क्रा० भा० 3932.—वि एसोसिएटेड सीमेंट कम्पनी लिमिटेड, बाड़ी सीमेंट वर्क्स, डाकघर, बाड़ी 525225, बलवाग, जिला, (के० एन/3747), (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम, कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अभिधाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए वे फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूते हैं ;

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है ।

### अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि आयुक्त कर्नाटक को ऐसी विवरणियाँ भेजेगा और ऐसे लेखा रकमा तथा निरीक्षण के लिए ऐसी मुद्रिकाएँ प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करें ।

2. नियोजक, ऐसे निरीक्षण प्रश्नोत्तरों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करें ।

3. सामूहिक बीमा स्कीम के प्रसारण में, जिनके अन्तर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तर्गण, निरीक्षण प्रश्नोत्तरों का संदाय आदि भी है, होने वाले सभी व्ययों का बहुत नियोजक द्वारा किया जायेगा ।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों का एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उनकी मुख्य बातों का अनुवाद, स्थापन के सूचना पट्ट पर प्रदर्शित करेगा ।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाना है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन निगम को संदाय करेगा ।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुभूते हैं ।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्धेय रकम उस रकम से कम है, जो कर्मचारी को उस दशा में संदेय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशिनी को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा ।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त कर्नाटक के पूर्व अनुमोदन के बिना नहीं किया जायेगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का पुत्कयुक्त अवसर देगा ।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति में कम हो जाते हैं, तो यह छूट रद्द की जा सकती है ।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करें, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है ।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में उन मृत सदस्यों के नामनिर्देशनियों या विधिक वारिसों की



जा यदि यह, छूट न दो गई होनी ता उक्त स्कीम के अन्तर्गत होने बीमा फायदा के सहाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के अधीन होने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्दिष्टियों/विधिक वारिसों का बीमाकृत स्कीम का सहाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत स्कीम प्राप्त होने के साथ दिन के भीतर मुनिषित करेगा।

[संख्या एम-35014/385/42-पि.० एफ०-2]

**S.O. 3932.**—Whereas Messrs The Associated Cement Companies Limited, Wadi Cement Works, Post Office, Wadi-525225, Gulbarga District, (KN/3747) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

#### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Karnataka, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premium, transfer of accounts, payment of inspection charges etc. shall be borne by the employers

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Where, as the employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the

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said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Karnataka and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heir entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014/385/82-PF. II]

कां० जा० 3933—यैसमें एम्प्लॉयमेंट ग्रुप इन्सुरेंस स्कीम की सिमिटेड, किस्ताना सीमिटेड वर्क्स, पिन कोड 522502, गुल्बर्गा जिला, आन्ध्र प्रदेश, (ए०पी०/५२) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी अधिनियम सिद्ध और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अधिदाय या प्रीमियम का सहाय किए बिना ही, भारतीय जीवन बीमा निगम की मासिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निशेष सहस्र बीमा स्कीम, 1976 (जिस अधिनियम इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन [उन्हें अनुजय है]।

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, और इससे उपाय अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

#### अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक अधिनियम सिद्ध प्रायुक्त, आन्ध्र प्रदेश को ऐसी विवरणियाँ भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएँ प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निरदिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभागों का प्रत्येक माम की समाप्ति के 15 दिनों के भीतर सहाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निरदिष्ट करे।

3. समूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संशोधन, लेखाओं का अन्तर्गण, निर्दिष्ट प्रचारों का संदाय आदि भी हैं, होने वाले सभी व्ययों का बजट नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित समूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचनापट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, या कर्मचारी अधिकृत निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की अधिकृत निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक समूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन निगम को संवत करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाने हैं तो, नियोजक समूहिक बीमा स्कीम के अधीन कर्मचारियों का उपलब्ध फायदा में समुचित रूप में वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए समूहिक बीमा स्कीम के अर्जन उपलब्ध फायदे उन फायदों में अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. समूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संशोधन रकम उस रकम में कम है, जो कर्मचारी को उस वृत्ति में संशोधन होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के अधिकृत वारिस/नामनिर्दिष्टों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. समूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक अधिकृत निधि आयुक्त, आन्ध्र प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जायेगा और जहां किसी संशोधन में कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, प्रादेशिक अधिकृत निधि आयुक्त, अपना अनुमोदन देने में पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का मुक्तिपत्र प्रेषित देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस समूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी गति में कम हो जाते हैं, तो वह छूट रह की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के अंतर, जो भारतीय जीवन निगम नियत करे, प्रीमियम का संदाय करने में असमर्थ रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रह की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्ययक्रम की दशा में उन मृत सदस्यों के नामनिर्दिष्टियों या अधिकृत वारिसों की जो यदि यह, छूट न हो गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्दिष्टियों/अधिकृत वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम, प्राप्त होने के गत दिन के अन्तर मुनिश्चित करेगा।

S.O. 3933.—Whereas Messrs The Associated Cement Companies Limited, Kistna Cement Works, Pin Code-522502, Guntur District, Andhra Pradesh, (AP/9) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

#### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Andhra Pradesh, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employers.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Andhra Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance

Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(387)/82-PF. II]

क्र.० ३०६९३४—मेसर्स एंजिनिस्टर्स सीमेंट कम्पनी लिमिटेड, मानचैरियन सीमेंट वर्क्स, मानचैरियन सीमेंट वर्क्स (डाबघर), आदिलाबाद जिला, आन्ध्र प्रदेश (ए.ए.ए. 234), (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

श्रीर केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी दूधक अधिभार या प्रीमियम का भुगतान किए बिना हों, भारतीय जीवन बीमा निगम का सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारियों विशेष सहज बी.म. स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूत हैं ;

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा, प्रदत्त शक्तियाँ का प्रयोग करते हुए और इसमें उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापना का तीन वर्ष का अवधि के लिए उक्त स्कीम के सभी उपबंधों के प्रवर्तन में छूट देती है ।

#### अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि प्रायुक्त, आन्ध्र प्रदेश की ऐसी निबन्धनता से जगा श्री ऐसी सेवा संबंध निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निश्चित करे ।

2. नियोजक, ऐसी निरीक्षण प्रक्रिया का प्रयोग मान की समाप्ति के 15 दिन के भीतर सहाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निश्चित करे ।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाय विवरणियों का प्रस्तुत किया जाना, बी.म. प्रीमियम का सहाय, लेखाओं का अन्तर्ग, निरीक्षण प्रक्रिया का सहाय आदि भी हैं, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा ।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाय, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उनकी मुख्य भाषा का अनुवाद स्थापन के मुख्यालय पर प्रदर्शित करेगा ।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम गुरुतः दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम का भुगतान करेगा ।

6. यदि उक्त स्कीम के अधीन कर्मचारियों का उपलब्ध फायदे बढ़ाए जाने हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों का उपलब्ध फायदा में समुचित रूप में वृद्धि की जाने की व्यवस्था करेगा, जससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक, अनुकूल हों, जो उक्त स्कीम के अधीन अनुभूत हैं ।

7. सामूहिक बीमा स्कीम में कर्म बान के होने हुए भी, यदि किसी कर्मचारी की मृत्यु पर इन स्कीम के अधीन सन्देय रकम उस रकम से कम है, जो कर्मचारी उस वक्ता में मरे हुए होते, अब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम सर्वेक्षिता की प्रतिफल के रूप में दातों रकमों के अन्तर के बराबर रकम का सहाय करेगा ।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि प्रायुक्त, आन्ध्र प्रदेश के पूर्व अनुमोदित के बिना नहीं किया जायेगा और जहाँ किसी संशोधन में कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने का संभावना हो, वहाँ, प्रादेशिक भविष्य निधि प्रायुक्त, अपना अनुमोदित देने से पूर्व कर्मचारियों की अपना वृष्टिकोण स्पष्ट करने का अधिकृत अवसर देगा ।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों की प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है ।

10. यदि किसी कारणवश, नियोजक उस नियत ताराख के भीतर जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का सहाय करने में असमर्थ रहता है, और पालिसी को व्ययगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है ।

11. नियोजक द्वारा प्रीमियम के सहाय में किए गए किसी व्ययक्रम की वक्ता में उन मूल सदस्यों के नामनिर्देशनियों या विधिक वारिसों की जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के सहाय का उत्तरदायित्व नियोजक पर होगा ।

12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के अधीन होने वाले किसी सदस्य का मृत्यु होने पर उसके हकदार नाम निर्देशनियों/विधिक वारिसों की बीमाकृत रकम का सहाय संप्रत्यक्ष और प्रत्येक वक्ता में भारतीय जीवन बीमा निगम ने बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा ।

[संख्या एस-35014/388/82-पीएफ-2]

S.O. 3934.—Whereas Messrs The Associated Cement Companies Limited, Mancherial Cement Works, Mancherial Cement Works (Post Office), Adilabad District, Andhra Pradesh (AP/239) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act) ;

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in



enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

#### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Andhra Pradesh, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employers.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Andhra Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014/388/82-PI-I]

का० आ० 3935-संसर्ग एम्प्लॉयमेंट्स लिमिटेड, बन्नेर (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उग्रधन अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अन्तर्गत (1) कर्मचारी समिष्ट वक्सा, कर्मचारी, मध्य प्रदेश (एम० पी०/45), (2) कटनी फायर प्रिक्स एण्ड पाटरी, कटनी, मध्य प्रदेश (एम० पी०/46), (3) मेहतांव समिष्ट वक्सा, मेहतांव मध्य प्रदेश, (एम० पी०/17) और (4) जामुन समिष्ट वक्सा, मध्य प्रदेश (एम० पी०/978), में स्थित उनके युनिट्स छूट दिए जाने के लिए आवेदन किया है; और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारियों, किसी पृथक् अधिदान या प्रीमियम का सन्वाय किए बिना ही भारत जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिये ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सन्वाय बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अन्तर्गत उन्हें अनुवैय है

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इसमें उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्षों की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देता है।

#### अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि प्राप्त मध्य प्रदेश को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी मुद्रिणाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निरिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रसारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संवाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) के खण्ड (क) के अधीन समय-समय पर निरिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके सम्बंधित लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संवाय, लेखाओं का सन्तर्पण, निरीक्षण प्रसारों का संवाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जायेगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसके मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक

सामाजिक बीमा स्कीम के सदस्य के रूप में उनका नाम सुरक्षित दर्ज करे। और उनसे बनी आवश्यक प्रमाणों में राजकीय बीमा निधि में सहाय करेगा।

6 यदि उक्त स्कीम के अधीन कर्मचारियों का उत्पन्न फायदा बढ़ा जाय तो निराश्रित समूहक बीमा स्कीम के अधीन कर्मचारियों का उत्पन्न फायदा में समान रूप में वृद्धि के उपाय को व्यवस्थित करेगा। जिसे कि कर्मचारियों के लिए सामाजिक बीमा स्कीम के अधीन उपलब्ध फायदे उक्त फायदे से अधिक अनुभूत हो जाय। उक्त स्कीम के अधीन अनुभूत है।

7 समूहक बीमा स्कीम में किए जाने वाले हानि हुए भी यदि किम कर्मचारी के मृत्यु पर इन स्कीम के अधीन संप्रदायिक स्कीम से कम है जा कर्मचारी का उत्पन्न फायदा में सहायता जो वह उक्त स्कीम के अधीन होता। ता। निराश्रित कर्मचारी के विधिक वारिस/मां दाशत को प्रतिशत के रूप में मोदना रकमा व अन्तर्गत बर्बर रकम का सहाय करेगा।

8 सामाजिक बीमा स्कीम व उक्त स्कीम में कोई भी सहायता, प्रदत्त भविष्य निधि आयका मध्य प्रदत्त के पूर्व अनुमोदन के बिना नहीं दिया जायेगा और उक्त सहायता स कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने के सम्भावना हो। वहां प्रदत्त भविष्य निधि आयका अनुमोदन दत्त में पूर्व कर्मचारियों का अपन। दृष्टिकोण स्पष्ट रूप का युक्तियुक्त अवसर दत्त।

9 यदि किसी कारणवश स्कीम के कर्मचारी भर्तय जवन बीमा निधि के उन सामाजिक बीमा स्कीम के जितने स्कीम पहले अपन। चुका है अधीन नहीं रह जाते है या इन स्कीम के अधीन कर्मचारियों का प्रान्त हानि वाले फायदे किम रत्त। स कम हो जाते है ता। यह छूट रद्द क जा सकती है।

10 यदि किसी कारणवश निराश्रित उन निराश्रित के अन्तर्गत जो भारतीय जवन बीमा निधि निधि कर प्रसिद्धि का सहाय करने में असमर्थ रह। है और पत्र का अपां हो जाते दिना जाते है ता। छूट रद्द क जा सकती है।

11 निराश्रित द्वारा प्रसिद्धि के सहाय में किम ना किम व्यक्तिगत की दशा में उन मृत सदस्यों के नाम नदी श्रिया या विधिक वारिस का जा यदि यह छूट नदी गई हात ता उक्त स्कीम के अधीन हात बीमा फायदे के सहाय का उत्पन्न निराश्रित कर हात।

12 उक्त स्कीम के सबंध में निराश्रित इन स्कीम के अधीन आन वात किसी सदस्य के मृत्यु होने पर उनके हकदार नाम निर्दोश्रितिया/विधिक वारिस की बीमाकृत रकम का सहाय निराश्रित से और प्रत्येक बशा में भारतीय जवन बीमा निधि में बीमाकृत रकम प्राप्त होने के सान दिन के भीतर मुनिश्चित करना।

[संख्या एस- 5014/417/8 :पे ० एक- ]

**S.O. 3935**—Whereas Messrs Associated Cement Companies Limited, Bombay (hereinafter referred to as the said establishment) have applied for exemption in respect of their Units at (i) Kymore Cement Works, Kymore, Madhya Pradesh (MP/45), (ii) Katni Fire Bricks and Pottery, Katni, Madhya Pradesh (MP/46), (iii) Mehgaon Cement Works, Mehgaon, Madhya Pradesh (MP/46), and (iv) Jamul Cement Works, Jamul, Madhya Pradesh (MP/978), under subsection (2A) of section 17 of the Employees Provident Funds and Miscellaneous Provisions Act 1952 (19 of 1952) (hereinafter referred to as the said Act),

And whereas, the Central Government is satisfied that the employees of the said establishment are without making any

separate contribution or payment of premium in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit Linked Insurance Scheme 1976 (hereinafter referred to as the said Scheme),

Now therefore in exercise of the powers conferred by subsection (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years

#### SCHEDULE

1 The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Madhya Pradesh maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time

2 The employer shall pay such inspection charges, as the Central Government may from time to time direct under clause (a) of subsection (3A) of section 17 of the said Act, within 15 days from the close of every month

3 All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charge, etc shall be borne by the employers

4 The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof in the language of the majority of the employees

5 Whereas the employee who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act is employed in his establishment the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under this Scheme

7 Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation

8 No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner Madhya Pradesh and where any amendment is likely to affect adversely the interest of the employees the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view

9 Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled

10 Where for any reason the employer fails to pay the premium within the due date as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled



11. In case of default, if an. made by the employer in payment of premium etc. the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(417)/82-PF.II]

का० आ०3936.-मैसर्स एम्प्लोयिस्ट्स सर्विसेज लिमिटेड, प्रांखला इण्डस्ट्रियल स्टेट, नई दिल्ली-110 (एफएल/127) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) के धारा 17 की उपधारा (क) के अधीन छूट दिए जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का मतवात है कि उक्त स्थापन के कर्मचारी, किसी पृथक अधिदाय या प्रेमियम का गदाय किए बिना ही, भारतीय जीवन बीमा निगम की समूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उा फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप महबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उम्हें अनुज्ञेय हैं।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (क) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, और इसमें उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्षों के अवधि के लिए उक्त स्कीम के समी उपबन्धों के प्रवर्तन से छूट देती है।

#### अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त दिल्ली की ऐसी विवरणियां भेजेंगे और ऐसी लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निदिष्ट करे।

2. नियोजक, ऐसी निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सदाय करेगा जो केन्द्रीय सरकार उक्त अधिनियम की धारा 17 की उपधारा (क) के खण्ड (क) के अधीन समय-समय पर निदिष्ट करे।

3. समूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाता, विवरणियों का प्रस्तुत किया जाता, बीमा प्रेमियम का भुदाय, लेखाओं का अन्तरण निरीक्षण प्रभारों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जायेगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित समूहिक बीमा स्कीम के नियमों का एक प्रति और जब कभी उनमें संशोधन किया जाए तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या के भाषा में उनकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक प्रादेशिक बीमा स्कीम के सदस्य के रूप में उसका नाम मुरतब दर्ज करेगा और उसका नामांतरण प्रेमियम भारतीय जीवन बीमा निगम को संदाय करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों की उपबन्ध फायदे बहाल होते हैं तो, नियोजक समूहिक बीमा स्कीम के अधीन कर्मचारियों को उपाबद्ध फायदों में सम्मिलित रूप में बड़ाई की जानेकी व्यवस्था करेगा जिससे कि कर्मचारियों के लिए समूहिक बीमा स्कीम के अधीन उपबन्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. समूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी को मृत्यु पर इस स्कीम के अधीन सदैव रकम उस रकम से कम है, जो कर्मचारी का उस दशा में सदैव होता, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिकारिग/नसनिवर्तितों को प्रांतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा।

8. समूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त दिल्ली के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने का संभावना हो, बड़ा प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का पर्याप्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उन समूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे कितने रीति से कम हो जाते हैं, तो यह छूट रद्द क जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियम तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियम करे प्रेमियम का संदाय करने में असमर्थ रहता है और पारित का व्यवधान हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रेमियम के सदाय में किए गए किसी व्यतिक्रम की दशा में उन मूल सदस्यों के नामनिर्देशनियों या विधिकारिगों का जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते बीमा फायदों के सदाय का उत्तरदायित्व नियोजक पर होता।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन होने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्दिष्टियों/विधिकारिगों की बीमाकूल रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकूल रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/441/82-पी० एफ-11]

S.O. 3936.—Whereas Messrs The Associated Cement Companies Limited, Okhla Industrial Estate, New Delhi-20 (FL/127) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

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1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Delhi, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (2A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charge, etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas the employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India:

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as commutation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Delhi and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium etc, responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee-/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

कां० आ० 3937 मैसमं युनियन कार्बड इष्टिया लिमिटेड । सिरिगपन  
रुड कलकत्ता-700071 जिसे इसमें इसके पश्चात् उक्त स्थापना कही गया  
है) ने कर्मचारियों अविवा निधि और एक कर्षण उपबन्ध अधिनियम, 1952  
(1952 का 19) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया  
है) का धारा 17 के उपधारा (2क) के अधिन अर्थात् सूक्ष्मात्मक शास्त्राण  
आ कोड नं० डब्ल्यू-5210 के अन्वये अर्थात् अने है, को छट रिश जाने के लिए  
आवेदन किया है।

[illegible]

अन. केन्द्र य सम्पन्न, उच्च अधिनियम की धारा 17 की उपधारा (क) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए और इससे उपायय अतुम्हें, में विविधित शर्तों के अधीन रहते हुए, उच्च स्थापन कार्त्तन वर्षों को अधि के लिए उक्त स्कीम के समी. उपबन्धों के प्रवर्तन में छूट देना, है।

अभिसर्गो

1. उच्च स्वाका के यश में नित्यात्मक आर्थिक भविष्य निर्धारण व पश्चिम जगत को ऐसी नियंत्रणियाँ भेजेगा और ऐसे मन्त्रा रखेगा तथा निर्माण के लिए ऐसी गतिविधि प्रदान करेगा जो कि उच्च, मध्यम, निम्न व निम्न-निम्न के

2. नियोजक: जैसे निरक्षण प्रभारा का प्रत्येक मास के समाप्ति के 15 दिन के भीतर मद्रास करेगा औबेन्धि सरकार उक्त अधिनियम की भां धारा 17 की उपधारा (3क) के खण्ड (ब) के अधीन समय-समय पर निर्दिष्ट करें ।

१। न सृष्टिक संसाधन के प्रभावित में, जिसके अन्तर्गत मेखाया का रक्षा जाता, विवरणियाँ का प्रस्तुत किया जाता, वे मा प्रेमियम का सवाय, मेखाया का अन्तर्गण, निर्दिष्टण प्रभावों का संवय प्राप्त है। होंने अने सभी व्ययों का वहन नियोजक द्वारा किया जायेगा।

4. निराश्रित केन्द्रों के सरकार द्वारा प्रभुसंदिग्ध सामूहिक बर्मा स्कीम के नियमों का एक प्रति, और जब तक। उनमें संशोधन किया जाए तब उस संशोधन के प्रति तथा कर्मचारियों के बहुमुखी की भाषा में उगक। मुख्य बातों का अनुवाद स्थापन के सुचना-पत्र पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उसका अधिनियम के अधीन छूट प्राप्त किया, स्थापन की भविष्य निधि का पत्र ले हो सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक मासिक की मा स्कीम के सदस्य के रूप में उसका नाम भुगत दर्ज करेगा और उसकी बाबत आवश्यक प्रसियम भारतीय जं वन बीमा निगम को सदन करेगा ।

6. यदि उक्त स्कीम के अर्धतः कर्मचारियों का उपलब्ध फायदे बढ़ाए जाते हैं तो नियोक्ता समूहिक बाया स्कीम के अर्धतः कर्मचारियों को उपलब्ध फायदों से समुचित रूप से धृष्टि का जाने व्यवस्था करेगा जिससे कि कर्मचारियों के लिए समूहिक बाया स्कीम के अर्धतः उपलब्ध फायदे उन फायदों से अधिक अतःकल हों जो उक्त स्कीम के अर्धतः अन्तर्गत हैं।

7 सामाजिक बर्तमा स्वामी में किसी आन के होन हुए भी, यदि किम्, कर्म-  
चारों की मुख्य पर इस स्वामी के अर्थन मन्वेय उस रकम उस रकम से कम  
है, जो कर्मचारी का उस दशा में मन्वेय हर्ष, जब वह उस स्वामी के अर्थन  
होता तो, नियोजक कर्मचारी के अधिक आरम्भ/नामनिर्दिष्टता की प्रतिकर  
के रूप में होला रकमों के अन्तर के बराबर रकम का मन्वेय करेगा।

श्रीर केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थान के कर्मचारी, किम प्रथक अधिदाय या प्रमियम वा संदाय किा बिना हें। भारतीय जीवन बीमा निगम की सामुक्ति बीमा स्कीम अधीन जीवन





as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Maharashtra and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(218)/82-PF.II]

का० आ० 3939—मैसर्स ट्रेडर्स बैंक लिमिटेड, एच-72, कनाट सरकार, नई दिल्ली-110001 (बी एल/3806) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) के कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उप-धारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अभिवाय या प्रीमियम का संवाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निवृत्त सहाय्य बीमा स्कीम, 1978 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूत हैं;

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए और इससे उपाय अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

### अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, दिल्ली को ऐसे विवरणों से होगा और ऐसे लेखा रक्षक तथा निरीक्षण के लिए ऐसे सुविधाएँ प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रचारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संवाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना विवरणों का प्रस्तुत किया जाना, बीमा प्रीमियम का संवाय, लेखाओं का अन्तरण, निरागत प्रचारों का संवाय आदि भी है, होने वाले सभी व्ययों का उक्त नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों का एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों को अनुमोदित की भाषा में उनकी मुख्य भाषा का अनुवाद, स्थापन के सूचना-बोर्ड पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है, तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम पुरस्त वर्ज करेगा और उसको बाह्य आवरणक प्रीमियम भारतीय जीवन बीमा निगम की संवर्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं, तो नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि को जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुभूत हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संवेद्य रकम उस रकम से कम है, जो कर्मचारी को उस वृत्त में संवेद्य होता, जहाँ वह उक्त स्कीम के अधीन होता, तो नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों को प्रतिकार के रूप में दोनों रकमों के अन्तर के बराबर रकम का संवाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, दिल्ली के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहाँ प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना वृत्तिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इन स्कीम के अधीन कर्मचारियों की प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रह की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संवाय करेगी



में प्रसक्त रहता है, और पालिसी को ब्यवगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यक्ति-क्रम की वशा में उन मृत सदस्यों के नामनिर्देशितियों या विशिष्ट वारिसों को जो यदि यह छूट न हो गई होती तो उक्त स्कीम के प्रभूत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के प्रभूत होने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विशिष्ट वारिसों की बीमाकृत रकम का संदाय तत्परता से और प्रत्येक वशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/129/82-पि० एफ०-2]

S.O. 3939.—Whereas Messrs The Traders Bank Ltd., H-72, Connaught Circus, New Delhi-110001 (DL/3806), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

#### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Delhi, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Delhi and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(219)/82-PF.II]

का० अ० 3940.—श्रीराम चरिटेबल ट्रस्ट, 30, गोधा काकोली, इन्दौर-452004 (म० प्र०/3006) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी पब्लिश निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और, केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् संग्रहाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं, जो कर्मचारी निवेश सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें प्रप्त हो रहे हैं;

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए और इससे उपबन्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हैं, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

#### अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक पब्लिश निधि प्रायुक्त, मध्य प्रदेश की ऐसी निगरानी से जेगा और ऐसे लेखा रखाया गया निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रचारों का प्रत्येक मास की तयारी के 18 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त नियम

की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निदिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखों का अन्तरण, निरोक्षण प्रमारों का संदाय आदि भी हैं, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों का एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों को बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन को भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है, तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी जागत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संबलित करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों की उपलब्ध फायदे बढ़ाए जाते हैं, तो नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों की उपलब्ध फायदों में सम्बलित रूप से वृद्धि को जाने को व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संचय रकम उस रकम से कम है, जो कर्मचारी को उस दशा में संचय होती, जब वह उक्त स्कीम के अधीन होता, तो नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, मध्य प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने का संभावना हो, वहाँ प्रादेशिक भविष्य निधि आयुक्त अपनी अनुमोदन देने से पूर्व कर्मचारियों की अपना वृत्ति-गोचर स्पष्ट करने का युक्तिबद्ध प्रवर्तन देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी गति से कम हो जाते हैं, तो यह छूट रह जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने बिना जाता है, तो छूट रह जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की वशा में उन मृत सब्सिडियों के नामनिर्देशनियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती, तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के अधीन आने वाले किसी संदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिक वारिसों की बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा

में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/221/82-पी०एफ०-2]

**S.O. 3940.**—Whereas Messrs Chaitram Charitable Trust 30, Godhal Colony, Indore-4 M.P. (MP/3006), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

#### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Madhya Pradesh, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Madhya Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already

adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(221)/82-PF.II]

क्रा०आ० 3941.—मैसर्स टी० चौथराम फाउण्डेशन, गोधा कॉलोनी, इन्दौर-452004 (एम०पी०/2345) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है की धारा 17 की उपधारा 2क के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अधिवाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निरोध सहबद्ध बीमा स्कीम, 1975 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूत हैं;

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाय्य अनुसूचों में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

#### अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि आयुक्त मध्य प्रदेश को ऐसी विवरणियां भेजेगा और ऐसे लेखे रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निश्चित करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निश्चित करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तर्गण, निरीक्षण प्रभारों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जायेगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किया स्थापन की भविष्य निधि का पहले ही सदस्य है, उनके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम गुरस्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदाय करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि को जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुभूत हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सम्यक् स्क्रम उस रकम से कम है, जो कर्मचारी को उस वृत्ति में संवेद्य होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्वाहियों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, मध्य प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जायेगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को, अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करें, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यक्तिगत कर्मचारी की वृत्ति में उन मृत सदस्यों के नामनिर्वाहियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के अधीन होने वाले किसी सदस्य की मृत्यु होने पर उसके हक्दार नाम निर्देशितियों/विधिक वारिसों की बीमाकृत रकम का संदाय तत्परता से और प्रत्येक वृत्ति में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[संख्या एम०-35014/222/82-पी०एफ०-2]

S.O. 3941.—Whereas Messrs T. Choithram Foundation, Godha Colony, Indore-4 (M.P. 2345) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits



admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Madhya Pradesh, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premium, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Madhya Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within

7 days of the receipt of the sum assured from the Life Insurance Corporation of India

[No. S-35014(222)/82-PF.II]

क्र० आ० 3942--मैसर्स कर्नाटक डेरो डेवेलपमेंट कारपोरेशन लिमिटेड 22, पूनमा बिल्डिंग्स जे०सो० रोड, 1 फ़ास बंगलूर-560027 (के० एन०/4155) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहस्रक बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभोग हैं;

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

### अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि प्रायुक्त कर्नाटक को ऐसे विवरणियां भेजेगा और ऐसे लेखे रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निश्चित करे।

2. नियोजक, ऐसे निरीक्षण प्रचारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निश्चित करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रचारों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जायेगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों का एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम सुरक्षित रखेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदाय करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि को जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुभोग हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सम्बन्धित रकम उस रकम से कम है जो कर्मचारी को उस वृत्ति में संदेय होती, जब वह उक्त स्कीम के अधीन होता तो नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त कर्नाटक के पूर्व अनुमोदन के बिना नहीं किया जायेगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना वृत्तिकोण स्पष्ट करने का मुक्तिपुस्तक प्रसार देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं या इस स्कीम के अधीन कर्मचारियों का प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं तो यह छूट रह की जा सकती है।

10. यदि किसी कारणवश नियोजक उस नियत तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे प्रीमियम का संदाय करने में असफल रहता है और पालिसी की व्यपगत हो जाने दिया जाता है तो छूट रह की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यक्ति कर्म की वृत्ति में उन मृत सदस्यों के नामनिर्देशितों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितों/विधिक वारिसों की बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/224/82-पीएफ2]

**S.O. 3942.**—Whereas M/s. Karnataa Dairy Development Corporation Ltd., 22, Poornima Buildings, J. C. Road, 1 Cross, Banagolre-560027 (KN-4155) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

#### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Karnataka, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, along with a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Karnataka and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(224)/82-PF.II]

कां००३० 3943—जैसे राजकोट डिस्ट्रिक्ट गोपालक-को-प्रोपरेटिव मिर्क प्रोड्यूसर्स वूनियन लिमिटेड, राजकोट-360003 (जीजे/3551) जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;



श्रीर केन्द्रीय सरकार का समझाया हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अधिनियम या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए वे फायदे उन फायदों से अनुपम हैं जो कर्मचारी विशेष सहस्र बीमा स्कीम, 1976 (जिसे इसमें इससे पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूत हैं;

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए और इससे उपाययुक्त प्रवृत्त शक्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

#### प्रवृत्त शक्ति

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि प्रायुक्त अहमदाबाद की ऐसी विवरणियाँ भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएँ प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निदिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रधारों का प्रत्येक मास की समाप्ति को 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निदिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रकाशन में, जिसके अन्तर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तर्गत निरीक्षण प्रधारों का संदाय प्रादि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जावेगा।

4. नियोजक केन्द्रीय सरकार द्वारा तथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उसमें संशोधन किया जाए तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उनकी मुख्य बातों का अनुवाद स्थापन के सूचना-पट्ट पर प्रवर्तित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम द्रुत दर्ज करेगा और उसकी बावत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदाय करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाने हैं तो नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों से समुचित रूप से बूझा जावेगी व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुभूत हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सत्ये रकम उस रकम से कम है जो कर्मचारी का उस वृत्त में सदैव होती जब वह उक्त स्कीम के अधीन होता तो नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि प्रायुक्त अहमदाबाद के पूर्ण अनुमोदित के बिना नहीं किया जावेगा और जहाँ किसी संशोधन में कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ प्रादेशिक भविष्य निधि प्रायुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का अवसर प्रदान करेगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत कर, प्रीमियम का संदाय करने में प्रसक्त रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यक्तिकर की वृद्धि में उन मृत सदस्यों के नामनिर्देशितों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के अधीन होने वाले किसी सदस्य की मृत्यु होने पर उनके एकवार नाम निदेशितों/विधिक वारिसों की बीमाकृत रकम का संदाय तत्पश्चात् से और प्रत्येक वृत्त, में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[संख्या एत-35014/225/82-तो०एफ०-2]

**S.O. 3943.**—Whereas Messrs Rakjot District Gopalak Cooperative Milk Producers Union Ltd., Rajkot-3, (GJ/3551) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

#### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Ahmedabad, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premium, transfer of accounts, payment of inspection charges etc shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Ahmedabad and where any amendment is likely to affect adversely the interest of the employees the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where for any reason the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner the exemption shall be liable to be cancelled.

10. Where, for any reason the employer fails to pay the premium etc. within the due date as fixed by the Life Insurance Corporation of India and the policy is allowed to lapse the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(225)/82-PF.II]

का०आ० 3944.--मैसर्स जीयराम हास्पीटल एण्ड रिस्कर् सेक्टर, मानिक बाग रोड, इन्दौर-452001 (म०प्र०/3332) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए वे फायदे उन कारणों से प्रयोज्य हैं जो कर्मचारी विशेष गृहवृद्ध बीमा स्कीम, 1976 (जिसे इसी शीर्षक पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनर्ह हैं,

अतः केन्द्रीय सरकार उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा दत्त गृहवृद्ध बीमा स्कीम को उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपकरणों के प्रवर्तन से छूट देती है।

#### अनुसूची

1. उक्त स्थापन के सम्बन्ध में निम्नलिखित प्रादेशिक भविष्य निधि आयुक्त मध्य प्रदेश की ऐसी विवरणियाँ भेजना और ऐसे

लेखा लेखों तथा निरन्तर लेखा लेखों द्वारा प्रदान किये जा केन्द्रीय सरकार समय-समय पर निविष्ट करें।

2. निम्नलिखित, ऐसे निरोधन प्रसारों का प्रत्येक मामला की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निविष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखना जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तर्गण निरोधन प्रसारों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जावेगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों का एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्य की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदाय करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुमोदित हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्देश्य रकम उस रकम से कम है, जो कर्मचारी को उस दशा में संदाय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों को प्रातिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त मध्य प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जावेगा और जहां किसी संशोधन में कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले प्रवर्तित हुआ है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियम सारोख के भीतर, जो भारतीय जीवन बीमा निगम नियम करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यक्तिक्रम की दशा में उन मृत सदस्यों के नामनिर्देशनियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजन, क्षमताओं के अधीन रहने वाले किसी सदस्य की मृत्यु होने पर उनके हक्काय नाम निर्दिष्टियों/विधिक वारिधियों की बीमाकृत स्वरूप का सदाय तत्परता से और प्रत्येक वर्षा में भारतीय जीवन बीमा निगम से बीमाकृत स्वरूप प्राप्त होने के पक्ष में भीतर सुनिश्चित करेगा।

[संख्या एस-35014/226/82 पी० एफ०-2]

**S.O. 3944.**—Whereas Messrs Choithram Hospital and Research Centre, Manik Bagh Road, Indore-452001. (MI-3332) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

#### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Madhya Pradesh, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premium, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Madhya Pradesh and where any amendment is likely to affect adversely the interest

of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(226)/82 PF II]

**का० भा० 3945.**—यू० पी० एस० पब्लिशर्स इन्स्टीट्यूटर्स लिमिटेड, 5-अंधारी रोड, पी० बाक्स नं० 7015, नई दिल्ली-110002 (कां० नं० डी० एन-1061) (जिसे हममें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी श्रमिक निधि और प्रकीर्णी उपवर्ध अधिनियम, 1952 (1952 का 19) (जिसे हममें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है।

और केन्द्रिय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अधिनियम या प्रीमियम का सदाय किये बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिये ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निधि सहवर्ध बीमा स्कीम, 1976 (जिसे हममें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूति है।

अतः, केन्द्रिय सरकार उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

#### अनुसूची

1. उक्त स्थापन के संबंध में नियोजन प्रादेशिक श्रमिक निधि प्रायुक्त दिल्ली को ऐसी गिनती/विषय क्षेत्रों और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रिय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रश्नों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सदाय करेगा जो केन्द्रिय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का वसूल, लेखाओं का अन्तर्गण, निरीक्षण प्रश्नों का स्वायत्त आदि भी है, होने वाले सभी व्ययों का बजट नियोजक द्वारा किया जायेगा।



4. नियोजक, केन्द्रीय सरकार द्वारा दया अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, उस संशोधन की प्रति तथा कर्मचारियों का बहुसंख्या का भाषा में उन मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शन करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि काया उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन के भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम मुरतब करेगा और उसकी बावत आवश्यक प्रीमियम भारतीय जीवन बीमा निधम को सौंप करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाने हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुजेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है, जो कर्मचारी की उस दशा में संदेय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशित को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त दिल्ली के पूर्व अनुमोदन के बिना नहीं किया जायेगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना को वहाँ, प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निधम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी नीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारखे के अन्तर, जो भारतीय जीवन बीमा निधम नियत करें, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सदन में किए गए किसी व्यतिक्रम की दशा में उन मृत सदस्यों के नामनिर्देशितों या विधित्त वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अधीन होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितों/विधित्त वारिसों की बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निधम से बीमाकृत रकम प्राप्त होने के तत्त दिनांक अन्तर मुनिश्चित करेगा।

[संख्या एस-35014/231/82-एफ-2]

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

#### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Delhi, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employers.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Where an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Delhi and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium within the time, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

SO. 3945.—Whereas Messrs UBS Publishers Distributors Limited, 5, Ansari Road, Post Box No. 7015, New Delhi-110002. (DL-1061) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

11. In case of default, if any made by the employer in payment of premium etc., the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(231)/82-PF. II]

कां० भा० 3946.—मैसर्स भारत अल्यूमिनियम कम्पनि लिमिटेड, पुंज हाउस, 18-नेहरु प्लेस, नई दिल्ली-110019 (जिसे इनमें इनके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी विषय निधि और प्रवर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इनमें इनके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् आविषय या प्रोविडेंट फंड का संवाय किए बिना ही भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के, अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निषेध सहवद्ध बीमा स्कीम 1976 (जिसे इनमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूत हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदान शक्तियों का प्रयोग करते हुए, और इनमें उपबन्ध अनुसूची में निर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन की तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

#### अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि आयुक्त दिल्ली को ऐसी विशदगीयों भेजेगा और ऐसे लेखा पत्रिका तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रसारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सहाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 का उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विशदगीयों का प्रस्तुत किया जाना, याता प्रामाणिकता का संवाय, लेखाओं का अन्तर्गण, निरीक्षण प्रसारों का संवाय आदि भी है, होने वाले सभी व्ययों का वहां नियोजक द्वारा किया जायेगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों का एक प्रति और जब तक उसमें संशोधन किया जाए, जब उस संशोधन को प्रो. तथा कर्मचारियों को बहुवृत्तता को भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किया स्थापन को भविष्य निधि का पहले ही सदस्य है, उसके स्वयं में निराशा किया जाता है तो, नियोजन सामूहिक बीमा स्कीम के सदस्य के रूप में उक्त लाभ लुप्त बर्ज करेगा और उसकी बाबत आयकर प्रोविडेंट फंड का जीवन बीमा निगम को संबत करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि क की जाने को व्यवस्था करेगा, जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से प्रो. प्रयुक्त हों, जो उक्त स्कीम के अधीन अनुभूत हैं।

7. सामूहिक बीमा स्कीम में किसी बात के हो भू. भो, यदि किसी कर्मचारी की मृत्यु पर उक्त स्कीम के अधीन सदस्य लाभ उन रकम से कम है जो कर्मचारी को उस वक्ता में संदेय होती जब वह उक्त स्कीम के अधीन होता ता निराशा कर्मचारी के निराशा कर्मचारी / निराशा कर्मचारी को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संवाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त दिल्ली के पूर्ण अनुमोदन के बिना नहीं किया जायेगा और जहाँ किता संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पडने का संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्ण कर्मचारियों को अपना दुष्टिकोण स्पष्ट करने का सुनिश्चन अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम का उक्त सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, वहां इस स्कीम के अधीन कर्मचारियों का प्राप्त होने वाले फायदे किसी राशि से कम हो जाते हैं, ता यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करें, प्रोविडेंट का संवाय करने में असफल रहता है, और पालिसी को व्ययगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रोविडेंट के संवाय में किए गए किसी व्ययक्रम को दशा में उन मूल सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई हों, तो उक्त स्कीम के अन्तर्गत हों, बीमा फायदों के संवाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संवाय में नियोजक, इस स्कीम के अधीन जाने वाले किसी सदस्य का मृत्यु होने पर उसके हकदार नामनिर्देशितियों/विधिक वारिसों का सम्पत्ति रकम का संवाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से सम्पत्ति रकम प्राप्त होने के मात बिन के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/232/82-प. 0 एक-2]

S.O. 3946.—Whereas Messrs Bharat Aluminium Company Ltd., Punj House, 18 Nehru Place, New Delhi-110019 (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Provident Fund Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establish-



ment from the operation of all the provisions of the said Scheme for a period of three years.

#### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Delhi, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc shall be borne by the employers.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Where an employee, who is already a member of the Employees Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Delhi and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium etc. the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

क्र० आ० 3947.—मैसर्स हिन्दुस्तान फर्टिलाइजर्स कारपोरेशन लिमिटेड, रजि० आफिस मधुबन, 85 नेहरू प्लेस, नई दिल्ली-110019 फोर्-बी एस/4869 (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी विधि और प्रकरण उपबन्ध अधिनियम, 1952 (1952 का 19) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक प्रविधाय या प्रीमियम का संवाय किये बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी विशेष सहचक्र बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूत हैं;

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपबन्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

#### अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक विधि आयुक्त दिल्ली को ऐसा विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसा सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निविष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभावों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदय करेगा, जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निविष्ट करे।

3. सामूहिक बीमा स्कीम के प्रवर्तन में, जिनके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संवाय लेखाओं का अन्तरण, निरीक्षण प्रभावों का संवाय आदि भा है, होने वाले सभी व्ययों का बहुत नियोजक द्वारा किया जायेगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों का एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उन संशोधनों का प्रति तथा कर्मचारियों का बहुसंख्या का भाषा में उसका मुख्य बातों का अनुवाद, स्थापन के सूचना-गट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी विधि अधिनियम के अधीन छूट प्राप्त किता स्थापन की विधि अधिनियम का पहले ही सबस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सबस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसका वास्तव आवश्यक प्रीमियम भारतीय जीवन बीमा निगम की संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि को जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुभूत हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है, जो कर्मचारी को उस वृत्ति में प्रवेश होते, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/वाम-निर्देशितों को प्रतिफल के रूप में दोनों रकमों के अंतर के बराबर रकम का संवाय करेगा।

8. सामूहिक बीमा स्कीम के उपबंधों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त दिल्ली के पूर्व अनुमोदन के बिना नहीं किया जायेगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का मुक्तिपुस्तक भवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत सारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पाविसी को खपगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की वशा में उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के अधीन माने वाले किसी सदस्य की मृत्यु होने पर उसके हक्दारनाम निर्देशितियों/विधिक वारिसों की बीमाकृत रकम का संदाय तत्परता से और प्रत्येक वशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/233/82-पी० एफ०-II]

**S.O. 3947.**—Whereas Messrs Hindustan Fertilizer Corporation Ltd., Regd. Office Madhuban, 55, Nehru Place, New Delhi-110019, (DL/4869) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

#### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Delhi, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employers.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner Delhi and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium, the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(233)/82-PF. II]

क्र० अ० 3948.—संसद एस० पी० प्रोविडेंट फंड सीमेन्ट पाईप कार्पनी, 30, गीदा कालोनी, इलीर 452004 (एस पी / 2344) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रतीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है (अध्याय 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अधिव्यय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निधि सहित बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात उक्त स्कीम कहा गया है के अधीन उन्हें अनुभूत है ;

अथ : केन्द्रीय सरकार, उक्त अधिनियम को धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और दिये उपरोक्त अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त के सभी उपबन्धों के प्रयोजन से छूट देगी है।

#### अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, मध्य प्रदेश को ऐसी विवरणियाँ भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएँ प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निश्चित करे।

2. नियोजक, ऐसे निरीक्षण प्रमार्गों का प्रत्येक मास को संपादन के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (ग) के अधीन समय-समय पर निश्चित करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रमार्गों का संदाय प्राप्ति भी है, होने वाले सभी व्ययों का बहुत नियोजक द्वारा किया जावेगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुसूचित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों को बहुसंख्यकों को भेजा में उनकी मुख्य बातों का अनुवाद, स्थापन के सूचना पत्र पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम सूचना दर्ज करेगा और उसकी भावना आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संवत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उदात्त फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समूचित रूप से वृद्धि को जाने का व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुभूत हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्देह राशि उस स्कीम से कम है, जो कर्मचारी को उस दशा में संदेह होता, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी को वित्तिक वारिदात/नामनिर्देशितों की प्रक्रिया के रूप में दोनों स्कीमों के प्रत्येक के बराबर स्कीम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उदात्तों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, मध्य प्रदेश के पूर्ण अनुमोदन के बिना नहीं किया जावेगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना वृष्टिकोण स्पष्ट करने का सुक्तिपूर्ण अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापना पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी गति से कम हो जाते हैं, तो यह छूट रह जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करें, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रह जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में उन मूल सदस्यों के नामनिर्देशितियों या वित्तिक वारिदातों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु पर उसके हकदार नाम निर्देशितियों/वित्तिक वारिदातों को बीमाकृत स्कीम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत स्कीम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/223/82/पी०एफ-2]

**S.O. 3948.**—Whereas Messrs M. P. Asbestos Cement Pipe Co., 30, Godha Colony, Indore-452004 (M.P.) (MP/2344) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

#### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Madhya Pradesh, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in



his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Madhya Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of insurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014/233/82-PF. II]

कां० सं० 3949.—सैमर्स नई बुनिया प्रिण्टरी, 60/1, बाबू लासबन्द छजलानी मार्ग, इन्धौर 452003 मध्य प्रदेश (एम पी/3635) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार को समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् भविष्य या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुशेष हैं;

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए और इससे उपायवाद अनुसूची में जतिनिष्ठ शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

### अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, मध्य प्रदेश को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रम रों का प्रत्येक माम को समाप्त के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम को धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, निम्नलिखित नेत्रों को रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रम रों का संदाय आदि भां है, होने वाले सभी व्ययों का बट्टा नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों का एक प्रति, और जब तक उनमें संशोधन किया जाए, तब उस संशोधन के प्रति तथा कर्मचारियों का बहुमता का भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के मूख्य पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किया स्थापन का भविष्य निधि का पहने हो सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भरता या बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि का जाने का व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुशेष हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होने हुए भी, यदि किसी कर्मचारी को मृत्यु पर उस स्कीम के अधीन मन्दिर रकम उस रकम से कम है, जो कर्मचारी को उस दशा में मंदिर होता, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्णित को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, मध्य प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की सम्भावना हो, वहाँ प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों का अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापना के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापना पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी राशि से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम को, प्रीमियम का संग्रह करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यक्तिकम की दशा में उन मृत सदस्यों के नाम निर्दिष्टियों या विधिक वारिसों को जो यदि यह छूट न हो गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक इस स्कीम के अधीन प्राविधिक किसी सर्वेक्षण की मृत्यु होने पर उसके हकदार नाम निर्दिष्टनियोजक/निधिधारियों की बीमाकृत रकम का भुगतान तत्परता से और प्रत्येक वर्ष में भारतीय जीवन बीमा नियम में बीमाकृत रकम प्राप्त होने के बाद बिन के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/240/82-पीएफ-III]

**S.O. 3949.**—Whereas Messrs Nalduni Printery, 60/1, Babu Labhohand, Chhajlani Marg, Indore-452003 Madhya Pradesh (MP/3635) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

#### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Madhya Pradesh, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee if the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Madhya Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(240)/82-PF. III]

का० जा० 3950.—मैसर्स बिस्किट को आर्परेटिव सेण्डल बैंक लिमिटेड, हेड ऑफिस मोरेना (म० प्र०/1091) (जिसे इसमें इसके पश्चात् उक्त स्थापना कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का भुगतान किए बिना ही, भारतीय जीवन बीमा नियम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन कानूनों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुमति है;

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपबन्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

#### अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि प्रायुक्त मध्य प्रदेश को ऐसी विवरणियाँ भेजेगा और उसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएँ प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निविष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभावों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संवाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (घ) के अधीन समय-समय पर निविष्ट करे।



3 सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखापत्रा का रखा जाता, विवरणियों का प्रस्तुत किया जाता बीमा प्रीमियम का सदाय, लेखापत्रा का अन्तरण निरीक्षण प्रभारी का संशय आदि भी है होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जायेगा।

4 नियोजक केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों का एक प्रति, और जब कभी उसमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5 यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संवत् करेगा।

6 यदि उक्त स्कीम के अधीन कर्मचारियों का उपलब्ध फायदे बढ़ाए जाते हैं तो नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन प्रयोज्य हैं।

7 सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी को मृत्यु पर इस स्कीम के अधीन सन्देश्य रकम उस रकम से कम है, जो कर्मचारी को उस दशा में संवेद्य होती जब वह उक्त स्कीम के अधीन होता हो तो नियोजक कर्मचारी के विधिक वारिस/नामनिर्दिष्टितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के अंतरांतर रकम का संशय करेगा।

8 सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि अध्यायक मध्य प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ प्रादेशिक भविष्य निधि अध्यायक अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का सुक्तिमक अवसर देगा।

9 यदि किसी कारणवश स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं तो यह छूट रद्द की जा सकती है।

10 यदि किसी कारणवश, नियोजक उस निम्न तारिख के भीतर या भारतीय जीवन बीमा निगम के प्रीमियम का सदाय करने में असफल रहता है, और पाँचवीं की व्यवस्था हा करने दिया जाता है तो छूट रद्द की जा सकती है।

11 नियोजक द्वारा प्रीमियम का सदाय में किए गए किसी व्ययक्रम की दशा में उन मृत सदस्यों के नामनिर्दिष्टितियां या विधिक वारिसों का जो यदि यह छूट न हो गई होती तो उक्त स्कीम के अन्तर्गत हात बीमा फलफलों के सदाय का उत्तरदायित्व नियोजक पर होगा।

12 उक्त स्थापन के संबंध में नियोजक इस स्कीम के अधीन, इन वाले किसी सदस्य की मृत्यु होने पर उसके हकदार तम निर्दिष्टितियों/विधिक वारिसों की बीमाकृत रकम को सदाय तत्पश्चात में और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के मात वित्त के भीतर सुनिश्चित करेगा।

**S.O. 3950**—Whereas Messrs District Co-operative Central Bank Limited Head Office, Morena (MP/1091) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act 1952 (19 of 1952) (hereinafter referred to as the said Act),

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit Linked Insurance Scheme 1976 (hereinafter referred to as the said Scheme)

Now, therefore in exercise of the powers conferred by subsection (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years

#### SCHEDULE

1 The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Madhya Pradesh, maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time

2 The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month

3 All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc shall be borne by the employer

4 The employer shall display on the Notice Board of the establishment a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof in the language of the majority of the employees

5 Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India

6 The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme

7 Notwithstanding anything contained in the Group Insurance Scheme if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme the employer shall pay the difference to the legal heir/nominee if the employee is come alive

8 No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Madhya Pradesh and where any amendment is likely to affect adversely the interest of the employees the Regional Provident Fund Commissioner shall before giving his approval give a reasonable opportunity to the employees to explain their point of view

9 Where for any reason the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner the exemption shall be liable to be cancelled

10. Where, for any reason, the employer fails to pay the premium within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees etc. or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(242)/82-PT. II]

कां० आ० 3951.—मैसर्स बंगलोर वायर रोड मिल, बंगलोर-560048 (केएन/5390) (जिसे हमने इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे हममें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट विग आने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिव्यक्ति या प्रीमियम का सहाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप महसूज बीमा स्कीम 1976 (जिसे हममें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुजोय हैं;

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपायग्रह अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्ध के प्रवर्तन से छूट देती है;

#### अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि आयुक्त कर्नाटक को तैसी विवरणियां भेजेगा और ऐसे लेखा लेखा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रसारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सहाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संग्रह, लेखाओं का अन्तरण, निरीक्षण प्रसारों का सहाय आदि भी है, होने वाले सभी व्ययों का बहुत नियोजक द्वारा किया जायेगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाये, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पत्र पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा

और उसकी बात आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदेष्ट करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुजोय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होने हुए भी, यदि किसी कर्मचारी को मृत्यु पर इस स्कीम के अधीन मन्वेय रकम उस रकम से कम है, जो कर्मचारी को उस वृत्ति से संदेष्ट होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों को प्रतिभर के रूप में दोनों रकम के अन्तर के बराबर रकम का सहाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्ध में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त कर्नाटक के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहां प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपने दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हुए जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत मर्यादा के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का सहाय करने में असफल रहता है, और पालसी को व्ययगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सहाय में किए गए किसी भीतिक्रम की वृत्ति में उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के सहाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, उस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्देशितियों/विधिक वारिसों की बीमाकृत रकम का सहाय तत्परता से और प्रत्येक वृत्ति में भारतीय जीवन बीमा निगम में बीमाकृत रकम प्राप्त होने के तत्त विन के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/243/82-पी०एफ०-II]

S.O. 3951.—Whereas Messrs Bangalore Wire Road Mill, Bangalore-560048 (KN-5390) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

## SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Karnataka, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Karnataka and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees etc. or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(243)/82-PF. II]

का० भा० 3952.— मैसर्स भारत बिजली लिमिटेड, मुख्यालय एलेक्ट्रिक मशीनरी, 8वीं मंजिल अप्पासहाल मराठे मार्ग, पो० नाक्स नं० 1903 प्रभावेरी, बंबई-400025 (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिवाय या प्रीमियम का संवाय किए बिना ही भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहज बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त, स्कीम कहा गया है) के अधीन उन्हें अनुभूत है ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रस्तुत शक्तियों का प्रयोग करते हुए और इससे उपबन्ध अनुभूती में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्षों की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है ।

## अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि प्रायुक्त महाराष्ट्र को ऐसी विवरणियां भेजेगा और ऐसे लेखा रक्खे तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय और निर्दिष्ट करे ।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संवाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे ।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संवाय लेखाओं का अन्तरण, निरीक्षण प्रभारों का संवाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जायेगा ।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना पट्ट पर प्रकाशित करेगा ।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमिय भारतीय जीवन बीमा निगम को संवत करेगा ।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपबन्ध फायदे बढ़ाए जाते हैं, तो नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपबन्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपबन्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुभूत है ।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्वेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संवेय होता, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिवक वारिस/नामनिर्देशित को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संवाय करेगा ।



8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त महाराष्ट्र के पूर्व अनुमोदन के बिना ही किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहाँ प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश, स्थापन ने कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश निर्वाजक उस नियत तारीख के तत्पर, जो भारतीय जीवन बीमा निगम नियत करें, प्रीमियम का संवाय करने में असफल रहता है, और पाश्चिमी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. निर्वाजक द्वारा प्रीमियम के संवाय से किए गए किसी व्यतिक्रम की वशा में उन मूल सदस्यों के नाम निर्देशितियों या विधिकारियों को जो यदि यह छूट न की गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संवाय का उत्तरदायित्व निर्वाजक पर होता है।

12. उक्त स्थापन के संबंध में निर्वाजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिकारियों की बीमाकृत रकम का संवाय तत्परता से और प्रत्येक वशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/271/82-यं. 0 एक-2]

**S.O. 3952.**—Whereas Messrs Bharat Bijlee Ltd., Head Office Electric Mansion, 6th Floor, Appasaheb Marathe Marg, P.B. No. 19103, Prabhadevi, Bombay-400025 & its branch i.e. Kalwa Works P.B. 100, Belapur Road, Kalwa, Thane-400601 (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

#### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Maharashtra, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Maharashtra and where any amendment is likely to effect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium, the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(271)/82-PF: II]

का० खा० 3953—मैसर्स नेशनल इन्शोरेंस कम्पनी, 768, माउण्ट रोड, मद्रास (टी एन/2601) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अधिवाय या प्रीमियम का संवाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं, और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहायक बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय हैं ;



अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाययुक्त अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

#### अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भाषिण्य निधि आयुक्त, तमिलनाडु की ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभावों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संवद करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाता विवरणियों का प्रस्तुत किया जाता, बीमा प्रीमियम का संवद, लेखाओं का अन्तरण, निरीक्षण प्रभावों का संवद आदि भी है, होने वाले सभी व्ययों का बहम नियोजक द्वारा किया जायेगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भाषिण्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भाषिण्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत प्रावश्यक प्रीमियम भारतीय जीवन बीमा निगम को संवद करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी को समय पर इस स्कीम के अधीन मर्यादित रकम उस रकम से कम है, जो कर्मचारी को उस वृत्ति में संवेद्य होती, जब तक वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस नामनिर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का मदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भाषिण्य निधि आयुक्त तमिल नाडु के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहां प्रादेशिक भाषिण्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस निवृत्त तारोख के भीतर जो भारतीय जीवन बीमा निगम नियत करें, प्रीमियम का संवद करने में असफल रहता है, और पालिसी को खपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संवद में किए गए किसी व्यतिक्रम की वृत्ति में उन मृत सदस्यों के नाम निर्देशितों या विधिक वारिसों की जो, यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के मदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन होने वाले किसी सदस्य को मृत्यु होने पर उसके हकदार नाम निर्देशितों या विधिक वारिसों की बीमाकृत रकम का संवद नत्परता से और प्रत्येक वृत्ति में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के मातृ दिन के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/-73/84-पी० एफ-2]

**S.O. 3953.**—Whereas Messrs National Insurance Co., 768, Mount Road, Madras (TN/6201) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

#### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Tamil Nadu, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are

more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Tamil Nadu and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of insurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(273)/82-PF. II]

का० आ० 3954.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स कृष्णा मेटल वर्क्स, 355, दखिन्दारी रोड, कलकत्ता-48 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं० एस-35017/69/82-पी० एफ० 2]

S.O. 3954.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Krishna Metal Works, 355, Dakhindari Road, Calcutta-48, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35017/69/82-PF.II]

का० आ० 3955.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स स्वन मार्केटिंग (प्राइवेट) लिमिटेड, श्यामकुंज 12-बी, लार्ड सिन्हा रोड, कलकत्ता-71 जिसके अंतर्गत हैप्पी विला, श्री कृष्ण नगर पटना-1 स्थित इसका रजिस्ट्रीकृत कार्यालय भी है नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं० एस-35017/74/82-पी० एफ० 2]

S.O. 3955.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Swan Marketing (Private) Limited, Shyam Kunj, 12-B, Lord Sinha Road, Calcutta-71, including its Registered Office at Happy Villa-Brikrishna Nagar, Patna-1, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35017/74/82-PF.II]

का० आ० 3956.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स गोल्ड मोहार इंडस्ट्रीज, 4, सालकिया स्कूल रोड, हावड़ा-6 जिसके अंतर्गत 130, काटन स्ट्रीट, कलकत्ता-7 स्थित इसका रजिस्ट्रीकृत कार्यालय भी है नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं० एस-35017/76/82-पी० एफ०-2]

S.O. 3956.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Gold Mohar Industries, 4, Salkia School Road, Howrah-6 including its Registered Office at 130, Cotton Street, Calcutta-7 have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35017/76/82-PF.II]

का० आ० 3957.—केन्द्र व सरकार का यह प्रतीत होता है कि मेसर्स अलेन्द्र (प्राइवेट) लिमिटेड, 14-B, आर० एन० मुखर्जी रोड, कलकत्ता-1 नामक स्थापन से सम्बद्ध निवृत्त और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारों भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 के उपधारा (4) द्वारा प्रबल शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं०एस-35017/77/82-प० एफ० 20]

ए० के० भट्टारक, सचिव

**S.O. 3957.**—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Alindra (Private) Limited, 14-B, R. N. Mukherjee Road, Calcutta-1 have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the power, conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35017/77/82-PF.II]

A. K. BHATTARAI, Under Secy.

New Delhi, the 8th November, 1982

**S.O. 3958.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Dhanbad in the industrial dispute between the employers in relation to the management of Golukdih Project of Messrs Bharat Coking Coal Limited, At and Post Office Jharia, District Dhanbad and their workmen, which was received by the Central Government on the 29th October, 1982.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT :

Shri J. P. Singh, Presiding Officer.

Reference No. 5 of 1981

In the matter of an industrial dispute under S. 10(1)(d) of the Industrial Disputes Act, 1947.

PARTIES :

Employers in relation to the management of Golukdih Project of Messrs Bharat Coking Coal Limited, At and Post Office Jharia, District Dhanbad and their workmen.

APPEARANCES :

On behalf of the employer : Shri G. Prasad, Advocate.

On behalf of the workmen : Shri S. Bose, Secretary, R. C. M. S. Dhanbad

STATE : Bihar

INDUSTRY : Coal

Dhanbad, 21st October, 1982

AWARD

This is a reference under S. 10 of the I.D. Act, 1947. The Central Government by its order No. L-20012(194)/80-D.III(A)

dated the 30th January, 1981 has referred this dispute to this Tribunal for adjudication on the following terms :

#### SCHEDULE

"Whether the demand of the workmen of Golukdih Project of M/s. Bharat Coking Coal Limited, At and Post Office Jharia District Dhanbad that Sarvasheel Mahendra Viswakarma, Blacksmith, Sahadeo Ministry, Blacksmith, Ram Nagina Rao, Hammerman, Ram Prayesh Mahato, Hammerman and Ram Sarup Ram, Hammerman should continue to be employed as piece rated workmen on the same terms and conditions on which they were employed at Jealgora Colliery before their transfer to Golukdih Project is justified ? If so, to what relief are the said workmen entitled ?"

There are certain facts which are admitted in this case. These concerned workmen were piece rated workers in Jealgora Colliery of Messrs Bharat Coking Coal Ltd. In the month of January/February, 1979 underground fire broke out in Jealgora Colliery which occurred and spread due to spontaneous combustion beyond control of the employers. Mining operation had to be suspended for an indefinite period. There was no work for any of the workmen employed in the colliery and they were rendered surplus and liable to be retrenched. The employers, however, in consultation with the Union of the workmen transferred all the workmen in Jealgora Colliery to other collieries of Messrs Bharat Coking Coal Ltd. These concerned workmen were transferred to Golukdih Colliery. These concerned workmen were offered alternative employment as available in Golukdih Colliery and the same were accepted by the workmen. They were accordingly transferred to Golukdih Colliery. In Golukdih Colliery there was no piece rated job of the nature which these concerned workmen used to do in Jealgora Colliery.

The case of the concerned workmen is that they were simply transferred to Golukdih Colliery with a condition that the emoluments which they used to get at Jealgora Colliery should not be diminished. According to them they were paid on time rated basis instead of piece rate basis.

Ext. M. 1, M. 2, M. 3, M. 4 and M. 5 are originals of last pay certificate of the concerned workmen. The documents were sent to Golukdih Colliery on transfer of the concerned workmen. All these documents show that the concerned workmen were piece rated workers in Jealgora Colliery. Ext. M. 6 is a transfer Order and Ext. M. 7 is the relieving order. Under Ext. M. 8 these concerned workmen and others were retransferred to Jealgora Colliery where they are still working on their previous job. The simple case of the workman is that during the period of their stay at Golukdih colliery on transfer they were being paid on time rated basis.

The management examined MW-1 Shri Ashok Kumar Singh Personal Officer, Jealgora Colliery. He has been working in Jealgora Colliery since 1977 and he knows all the concerned workmen. He has spoken about the fire which broke out in Jealgora Colliery on 12-1-79. He has also spoken about that the union requested the management to transfer them to some other colliers. He has said that the workers were liable to be retrenched. He has clearly stated that the concerned workmen were provided with jobs at Golukdih Open Cast Project as piece rated workers with protection of their group wages which they were receiving in Jealgora Colliery. This statement is very important because the protection of their group wages was the necessary condition of service and consistent with law, WW-1 Shri Mahendra Vishkarma who is one of the workman has put forth his case.

Shri G. Prasad, Advocate for the management has submitted that in respect of piece rated workers the Wage Board Recommendation has provided for full back wages which in fact is the basic wage. According to him the protection of wage is the basic wage and nothing more. Shri Bose has said that the necessary condition of service cannot be changed without resorting to the provision of Section 9A of the Industrial Disputes Act. What he means to say is that full back wages had to be given under special circumstances and the principal of full back wages cannot be applied to the instant case. What he means to say is that if there was no



work for the concerned workman in Jealgora Colliery they were liable to be retrenched. But the management thought it proper to transfer them to another colliery. Under law that group wages had to be protected, and this meant that there would be no fall in the earnings of these concerned workmen. According to him it was wrong to consider that the full back wages of piece rated workers could be considered the basic wages. He has further argued that MW-1 has clearly admitted that they were transferred to Golukdih Colliery with specific condition that they would be paid their group wages. It is clear that at Golukdih Colliery they were not receiving their group wages, but paid on time rated basis. I have to agree with Mr. Bose that the concerned workmen were not paid according to law. It is quite clear that the protection of wages is the necessary condition for transfer of the workmen from one colliery to another or from one job to another. In this view of the matter the management could not be held to be justified in reducing the wages of the concerned workmen.

Thus having considered the case I have to hold that the demand of the workmen of Golukdih Project of Messrs Bharat Coking Coal Ltd., at and Post Office Iharia District Dhanbad that 'Sarvashri Mahendra Vishkarma, Blacksmith Sahadeo Mistri, Blacksmith, Ram Nagina Rao, Hammerman Ram Pravesh Mahato, Hammerman and Ram Sarup Ram, Hammerman should continue to be employed as piece rated workmen on the same terms and conditions on which they were employed at Jealgora Colliery before their transfer to Golukdih Project is justified. Consequently the concerned workmen are entitled to be paid their group wages. The computation of their claim could be made under Section 33(C)(2) of the I.D. Act, 1947 if the same was not settled amicably between the union of the concerned workman and the management.

This is my Award

J. P. SINGH, Presiding Officer  
[No. L-20012/194/80-D III(A)]

New Delhi, the 11th November, 1982

**S.O. 3959.**— In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 3, Dhanbad in the industrial dispute between the employers in relation to the management of Phularit and Colliery of Messrs Bharat Coking Coal Ltd., Post Office Khatkharee, District Dhanbad and their workmen which was received by the Central Government on the 8th November, 1982.

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-1 LABOUR COURT NO. 3 DHANBAD**

Reference No. 38/80

**PRESENT :**

Shri J. N. Singh, Presiding Officer,

**PARTIES**

Employers in relation to the management of Phularit and Colliery of M/s. Bharat Coking Coal Ltd., P.O. Khatkharee District Dhanbad,

**AND**

Their workman

**APPEARANCES:**

For the Employers—Shri B. Joshi, Advocate.

For the Workman—None

**INDUSTRY :** Coal **STATF :** Bihar

Dated, the 2nd November, 1982

**AWARD**

The Government of India in the Ministry of Labour in exercise of the powers conferred on them U/s 10(1)(d) of 1947 GI 32—8

the Industrial Disputes Act, 1947 (14 of 1947) has referred the dispute to this Tribunal for adjudication under Order No. L-20012/160/79-D.III(A) dated the 8th May, 1980.

#### SCHEDULE

‘Where the demand of the workmen of Phularitand Colliery of M/s. Bharat Coking Coal Ltd., P. O. Khatkharee, District Dhanbad that Shri Nilmani Choudhary should be designated as Loading Munshi instead of Loading Chaprasi is justified ? If not, to what relief is the said workman entitled?’

2. On 19th October, 1982 both the parties have filed a joint petition of compromise duly signed on their behalf and they pray that an award be passed in terms of the settlement

3. I have gone through the settlement which is beneficial for the workman.

4. In the circumstances the award is passed in terms of the settlement which shall form part of the award.

J. N. SINGH, Presiding Officer

**BEFORE THE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. III AT DHANBAD**

Reference No. 38 of 1980

Employers in relation to the Management of Phularitand Colliery.

**AND**

Their workmen

The humble petitioner on behalf of the aforesaid parties most respectfully sheweth :

That the present reference arises out of the claim of the workman named Sri Nilamani Chaudhary for designating him as Loading Munshi instead of Loading Chaprasi. The terms of the reference as contained in the schedule to the reference is extracted below:—

#### THE SCHEDULE

‘Whether the demand of the workmen of Phularitand Colliery of M/s. BCCCL, P.O. Khatkharee District Dhanbad that Sri Nilamani Chaudhary should be designated as Loading Munshi instead of Loading Chaprasi is justified ? If so, to what relief is the said workman entitled ?’

2. That without prejudice to the respective contentions, the parties have settled the above dispute in the following terms:—

#### TERMS OF SETTLEMENT

(a) That Sri Nilamani Chaudhary shall be designated as Loading Munshi within 30 days from the date of the acceptance of this settlement by the Hon'ble Tribunal and he will be fixed in the clerical Grade-III from that date in the scale of Rs. 460-16-636 with the starting basic salary of Rs. 524 besides all other usual benefits applicable to a Grade-III clerk under NCWA-II.

(b) That Sri Nilamani Chaudhary will not be entitled to any other benefit and he will not claim for his fixation in clerical grade-III with consequent difference of wages, with effect from any earlier date retrospectively.

3. That in view of the aforesaid settlement it is submitted that adjudication is not necessary.

4. That the terms of the settlement are fair and proper



Under the facts and circumstances stated above it is humbly prayed that the Hon'ble Tribunal will be graciously pleased to pass the Award in terms of the settlement.

FOR THE WORKMAN :  
(NILMANI CHAUDHARY)

THE WORKMAN  
(BASUDEV SARKAR),  
Br. Secretary,

Rashtriya Colliery Mazdoor Sangh

FOR THE EMPLOYERS

(S. C. GAUR)

PERSONNEL MANAGER:

BARORA AREA

(S. P. SINGH)

DY. PERSONNEL MANAGER

BARORA AREA.

#### VERIFICATION

I Shri Nilmani Chaudhary in the present reference have fully understood the terms of the settlement which were read over and explained to me by Shri Basudev Sarkar our Branch Secretary of the Union, R.C.M.S. of which I am still continuing as a member, and I sign this settlement in token of acceptance of the terms of the settlement.

(NILMANI CHAUDHARY)

J. N. SINGH, Presiding Officer

[No. L-20012(150)/79-D.III(A)]

New Delhi, the 12th November, 1982

**S.O. 3960.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 1, Dhanbad in the industrial dispute between the employers in relation to the management of Dhansar Colliery in Kusunda Area No. VI of Messrs Bharat Coking Coal Limited, Post Office Kusunda, District Dhanbad, and their workmen, which was received by the Central Government on the 9th November, 1982.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL  
NO. 1, DHANBAD

In the matter of a reference under Sec. 10(1)(d) of the Industrial Disputes Act, 1947.

#### Reference No. 30 of 1982

#### PARTIES :

Employers in relation to the management of Dhansar Colliery in Kusunda Area No. VI of M/s. Bharat Coking Coal Limited, P. O. Kusunda, District Dhanbad.

#### AND

Their Workmen.

#### PRESENT :

Mr. Justice Manoranjan Prasad, (Retd.) Presiding Officer.

#### APPEARANCES :

For the Employers—Shri R. S. Murty, Advocate.

For the Workmen—None.

STATE : Bihar

INDUSTRY : Coal

Dhanbad, dated, the 2nd November, 1982

#### AWARD

The present reference arises out of Order No. L-20012(403)/81-D. III (A) dated, New Delhi, the 5th April, 1982 passed by the Central Government in respect of an industrial dispute between the parties mentioned above. The subject matter of

the dispute has been specified in the schedule to the said order and the said schedule runs as follows :

"Whether the action of the management of Dhansar Colliery in Kusunda Area No. VI of Messrs Bharat Coking Coal Limited, Post Office Kusunda, District Dhanbad in dismissing Shri Ram Briksh Bhuiya, Hazree Mazdoor from service with effect from the 15/23rd March, 1980 is justified ? If not, to what relief is the workman concerned entitled ?"

2. The dispute has been settled out of Court. A memorandum of settlement dated 4-10-82 has been filed in Court. I have gone through the terms of settlement and find them quite fair and reasonable. There is no reason why an award should not be made on the terms and conditions laid down in the Memorandum of Settlement. I accept it and make an award accordingly. The memorandum of settlement shall form part of the award.

3. Let a copy of this award be sent to the Ministry as required under Section 15 of the Industrial Disputes Act, 1947.

MANORANJAN PRASAD, Presiding Officer

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL NO. 1, DHANBAD.

IN THE MATTER OF REFERENCE NO. 30 OF 1982

#### PARTIES :

Management in relation to the management of Dhansar Colliery in Kusunda Area No. VI of M/s. Bharat Coking Coal Limited, P.O. Kusunda, District Dhanbad.

#### AND

Their workmen.

The above mentioned parties most respectfully beg to submit jointly as follows :—

1. That both the parties have held mutual negotiations in regard to the aforesaid dispute.
2. That as a result of the mutual negotiations held they have reached an overall settlement in regard to the Industrial Dispute in question. Six copies of the settlement is attached.
3. That the parties consider that the terms of settlement are just fair and reasonable.

In view of the above the parties hereby jointly request the Hon'ble Tribunal to give an award in terms of the attached settlement.

Sd.

(G. D. PANDEY)  
Secretary.

(S. BOSE)  
Secretary.

Rashtriya Colliery Mazdoor Sangh,

Dhanbad

For and on behalf of Workmen

Sd.

Agent, Dhansar Colliery, BCCI

Sd.

(S. N. SINHA)

Personal Manager

Kusunda Area-A No-A VI, BCCI, Kusunda  
On behalf of Employers.

Memorandum of Settlement reached between the management of Dhansar Colliery, Kusunda Area (Area-VI), BCCI, District Dhanbad and the Rashtriya Colliery Mazdoor Sangh, Rajendra Path, Dhanbad on ———— under the Industrial Disputes Act and Rules framed thereunder :

Name of the Parties :

Representing Employers :

1. Sri R. S. Gill, Agent, Dhansar Colliery, BCCL, P.O. Dhansar, District Dhanbad.
2. Sri S. N. Singha, Personnel Manager, Area No. VI, Kusunda, BCCL, P.O. Kusunda, District Dhanbad.

Representing Workmen :

1. Sri G. D Pandey, Secretary, Rastriya Colliery Mazdoor Sangh, Rajendra Path, Dhanbad.

## SHORT RECITAL OF THE CASE

1. An Industrial Dispute with the following terms of reference between the management of Kusunda Area (Area-VI) of M/s. Bharat Coking Coal Limited and the workmen as represented by Rashtriya Colliery Mazdoor Sangh was referred to Central Government Industrial Tribunal No. 1, Dhanbad for adjudication U/S 10(1)(d) of the Industrial Disputes Act, 1947, by the Ministry of Labour, Government of India, New Delhi, vide Order No. L-20012(403)/81-D-III(A) dated 5-4-1982.

"Whether the action of the management of Dhansar Colliery in Kusunda Area No. VI of Messers Bharat Coking Coal Limited Post Office Kusunda, District Dhanbad in dismissing Sri Ram Briksh Bhula, Hazree Mazdoor from service with effect from the 15/23rd March, 1980 is justified? If not, to what relief is the workman concerned entitled?"

2. Both the parties have mutually negotiated this dispute and have come to an over all settlement on the following terms on 4-10-82.

## TERMS OF SETTLEMENT

1. Agreed that Sri Ram Briksh Bhula, Hazree Mazdoor of Dhansar Colliery in Kusunda Area (Area No. VI) of BCCL will be reinstated by the management in the post of Hazri Mazdoor with immediate effect. He should report for duty to the Manager, Dhansar Colliery within 7 days of the conclusion of this settlement.
2. Agreed that Sri Ram Briksh Bhula will be paid back wages as a special case without any precedent to be cited w.e.f. 1-1-82 only and no compensation or any of the benefits for the period prior to 1-1-82 will be payable to him excepting continuity as at item 3 hereunder :
3. Agreed that Sri Ram Briksh Bhula will be entitled to continuity of service and the period between 15/23rd March, 1980 when he was dismissed from service upto 31-12-81 will be treated as leave without wages for the purpose of continuity of service only for the purpose of gratuity.
4. Agreed that this will be an overall settlement in connection with dispute relating to the workmen concerned which has been referred to the Central Government Industrial Tribunal No. 1, Dhanbad for adjudication.
5. Agreed that the management and the Trade Union will file a joint petition to Central Government Industrial Tribunal No. 1, Dhanbad, for giving an award in terms of this settlement. Since however the post of the Presiding Officer of the said Tribunal is vacant now, the said settlement will be implemented pending the award of the Tribunals as indicated above.

Sd.

(G. D. PANDEY)

Secretary,

S. Bose Secretary

Rashtriya Colliery Mazdoor Sangh, Dhanbad

For and on behalf of workmen.

Sd. (Illegible)

Agent, Dhansar Colliery, BCCL.  
(S. N. SINHA)

Personal Manager,

Kusunda Area

Area No. VI, BCCL, Kusunda.

For and on behalf of Employers.

Dated, Dhanbad, the 4th October, 1982

Copy to :—

1. Asst. Labour Commissioner (Central), Dhanbad per regd. Post A/D.

2. Regional Labour Commissioner (Dhanbad), Dhanbad per regd. post A/D.

3. Chief Labour Commissioner (Central), New Delhi.

4. Secretary to the Govt. of India, Ministry of Labour, New Delhi.

[No. I-20012(403)/81-D. III(A)]

A. V. S. SARMA, Desk Officer

New Delhi, the 10th November, 1982

S.O. 3961.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 3, Dhanbad, in the industrial dispute between the employers in relation to the management of Ratibati Colliery of Ratibati Sub-Area of Eastern Coalfields Limited, Post Office Kalipahari District Burdwan and their workmen, which was received by the Central Government on the 6th November, 1982.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL-CUM-LABOUR COURT NO 3, DHANBAD  
REFERENCE NO. 108/80

PRESENT :

Shri J. N. Singh, Presiding Officer.

PARTIES :

Employers in relation to the management of Ratibati Colliery of Ratibati Sub-Area under Eastern Coalfields Ltd., P.O. Kalipahari, Dist. Burdwan.

AND

Their workman.

APPEARANCES :

For the Employers—Shri P.L. Ojha, Senior Personal Officer.  
For the workman—None.

INDUSTRY : Coal.

STATE : West Bengal

Dated, the 2nd November, 1982

## AWARD

The Government of India in the Ministry of Labour in exercise of the powers conferred on them U/S 10(1)(d) of the Industrial Disputes Act, 1947, (14 of 1947) referred the dispute to the Central Government Industrial Tribunal-cum-Labour Court, Calcutta for adjudication. Subsequently by Order No. S-11025(4)/80-D, IV(B) dated 14th/17th November, 1980 the dispute has been transferred to this Tribunal for adjudication.

## SCHEDULE

"Whether the action of the management of Ratibati Colliery of Ratibati Sub-Area under Eastern Coalfields Ltd., P.O. Kalipahari, Dis. Burdwan in terminating the services of Shri Sunder Majhi with effect from 17th January, 1977 is justified. If not, to what relief is the concerned workman entitled?"

2. On 19-10-1982 both the parties have filed a joint petition of compromise duly signed on their behalf and they pray that an award be passed in terms of the settlement.

3. I have gone through the settlement which is beneficial for the workman.

4. In the circumstances the award is passed in terms of the settlement which shall form part of the award.

Ens. : Settlement. J.N. SINGH, Presiding Officer

BEFORE THE HONOURABLE PRESIDING OFFICER  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,  
NO. 3 DHANBAD

Ref. No. 108 of 1980

#### PARTIES :

Employers in relating to the Management of Ratibati Colliery, Satgram Area, FCL, P.O. Kulipahar, Dist. Burdwan, West Bengal.

#### AND

Their Workmen.

The parties most humbly pray as under :—

That, the above mentioned reference case has been fixed for hearing on 19-10-82.

That, the parties have discussed the matter and have come to amicable settlement in favour of disposal of the case on the following terms and conditions,

- (a) the incumbent, Sri Sundar Majhi will be reinstated in his existing capacity.
- (b) the period of idleness will be considered as leave without pay.
- (c) the union/the workman shall not claim for back wages or for any other payments whatsoever for the
- (d) the instant settlement shall have no precedence.
- (d) the instant settlement shall have no precedence.
- (e) Sri Majhi will be posted at Ratibati (R) Colliery.

Under the circumstances aforesaid the parties jointly pray for accepting said terms of settlement by the Hon'ble Tribunal and to pass an Award accordingly for disposal of the case. In the meantime Sri Majhi is hereby allowed to resume his duties at the aforesaid place of his posting.

For the union representing  
the workman.

Sd.

(Sunil Sen),

Organising Secretary,

Colliery Mazdoor Sabha (AITUC),

Satgram Area,

Dt. 18-10-82.

For the Employers.

Sd.

(D.R.K. Roa),

Personal Manager,

Satgram Area, ECL.

J. N. SINGH, Presiding Officer

[No. L-19012(13)/79-D.IV. (B)]

New Delhi, the 11th November, 1982

**S.O. 3962.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Jabalpur, in the industrial dispute between the employers in relation to the management of New Majri Colliery, Wardha Valley Area of Messrs Western Coalfield Limited and their workmen, which was received by the Central Government on the 9th November, 1982.

BEFORE JUSTICE SHRI S.R. VYAS (RETD.) PRESIDING  
OFFICER, CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL-CUM-LABOUR COURT, JABALPUR (M.P.)

Case No. CGIT-LC(R)(36)/1980

#### PARTIES :

Employers in relation to the management of Wardha Valley Area, New Majri Colliery, Chandrapur (M.S.) and their workman Shri A.P. Nagrale, P. F. Clerk, represented through the Wardha Valley Collieries Workers Union, Co. Queshi Building, Bhiwari Ward No. 3, Chandrapur (Maharashtra).

#### APPEARANCES :

For workman—Shri Gulab Gupta, Advocate

For Management—Shri P. S. Nair, Advocate.

INDUSTRY : Coal DISTRICT : Chandrapur (M.S.)

#### AWARD

Dated : October 30, 1982

This is a reference made by the Government of India in the Ministry of Labour, vide Notification No. L. 18012(5)/79-D. IV(B) Dated 7th July, 1980, for the adjudication of the following dispute, by this Tribunal :—

‘Whether the action of the management of New Majri Colliery of Wardha Valley Area of Western Coalfields Limited, Chandrapur, in dismissing Shri A. P. Nagrale, P. F. Clerk with effect from 27/28th October, 1978 is justified? If not, to what relief is the concerned workman entitled?’

2 Briefly stated the facts material for the adjudication of this dispute are as under :—

The workman, Shri A. P. Nagrale, hereinafter referred to as the workman, was an employee of the Western Coalfields Limited in the New Majri Colliery of the Wardha Valley Area, Chandrapur. He was dismissed from the post of a Clerk with effect from 27/28th October, 1978. The justified for this dispute is challenged by the workman in the present proceedings.

3. The case of the workman is as under :—

The workman is a member of a Workmen's Union. He was originally employed as a Casual Mazdoor in the Mahakali Colliery. But in fact he joined to work as a clerk. Thereafter he raised a dispute regarding regularisation and by a settlement dated 23-3-1976 the management appointed him as a Grade III Clerk from 1-4-1976 by the General Manager of the Wardha Valley Area. In the Mahakali Colliery also though designated as a Junior Clerk he was asked to discharge his duties of higher grade Clerk but the management denied his genuine claim. The management considering the demand made by the workman and his trade union activities carried on by him transferred him on 6-4-1977 from Mahakali Colliery to the Open Cast Majri Colliery with a view to clear the arrears of work in the Majri Colliery regarding Provident Fund Accounts. In the Open Cast Majri Colliery the workman found considerable arrears of work left by his predecessors and he was asked to look after not only the current work but the arrears also. In order to clear the arrears the workman needed all the pay-sheets of the workmen for the previous years which were not made available to him. In the absence of the pay-sheets he could not, despite his best efforts, clear the arrears.

Though the workman was doing his best and looked after the current work of the Provident Fund the arrears could not be cleared for circumstances beyond his control. The Provident Fund Commissioner was pressing hard the management for the arrears in the Provident Fund Accounts and the management without realising their inaction and failure wanted to make the workman liable for the arrears. The Sub Area Manager was unnecessarily unhappy with the workman and issued a note to him charging him with neglect of work, disobedience etc. On 6-4-1978 a charge-sheet was lastly issued to the workman accusing him of insubordination,



disobedience, habitual neglect of work, extension of threats, giving of abuses, assailing his superiors and co-workers. This charge-sheet was replied by the workman denying all the charges mentioned therein. On an alleged complaint by Shri D. B. Singh, Senior Personnel Officer, the said charge-sheet was issued and Shri J. K. Ghosh was appointed the Enquiry Officer. A domestic enquiry was held in which many illegalities were committed and finally by the impugned order the workman was dismissed from service by the Sub-Area Manager.

4. The management in their reply admitted the initial appointments and the subsequent postings of the workman. Allegations regarding victimisation of the workman were denied. The workman, according to the management, was given all facilities to complete the arrears of Provident Fund Accounts but the workman himself was negligent and left the arrears as they were.

5. As regards the chargesheet, the management contended that on 4-4-1978 the workman went to Shri D. B. Singh with a letter addressed to him by the Sub-Area Manager. This letter was addressed to the workman regarding his negligence, inefficient working etc. Before Shri D. B. Singh the workman not only misbehaved but also made undesirable utterances regarding Shri D. B. Singh and the co-workers sitting there. The management, therefore, served a charge-sheet (Ex. M/1) on him and asked him to reply. As the workman's reply (Ex. M/2) was not found satisfactory Shri J. K. Ghosh (M.W. 1) was appointed the Enquiry Officer. During the enquiry the management examined witnesses in support of the charge—These witnesses were cross-examined by the workman. All reasonable opportunities were given to the workman in the enquiry proceedings. When the workman was examined as a witness he was cross-examined by the complainant but during the cross-examination before its completion the workman refused to participate further in these proceedings. The management thereafter considered the report of the Enquiry Officer and found him guilty of neglect of work, disobedience etc. and awarded him the punishment of dismissal from service. This punishment, according to the management, was quite proportionate to the gravity of the charges found proved against the workman.

6. The workman after his dismissal from service raised the dispute about his dismissal before the Asstt. Labour Commissioner (Central). As no conciliation was possible a report was sent to the Central Government who have referred the present dispute for adjudication.

7. Initially by an order passed on 19-6-1981 it was decided that the dispute referred to for adjudication is the only issue for decision and framing of no other issue is necessary. Subsequently some evidence was recorded and while the statement of W.W. 4, Dakade, was being recorded on 3-1-1981 it was stated by the management's Counsel that the workman was dismissed after a domestic enquiry and that so long there is no finding that the enquiry was vitiated evidence on merits of the order of dismissal should not be recorded. Learned Counsel for the workman agreed to this objection and further evidence on merits of misconduct was reserved. After parties were heard, the following order was passed on 1-2-1982 and in accordance with this order following issues were framed :—

"In this case evidence was recorded with the agreement of the parties on the validity of the domestic enquiry only. After going through the record of the case it is found that evidence on all the pleas raised by the parties is necessary. Accordingly both the parties are directed to lead such evidence as they may desire on all the pleas taken by them. In order that parties may have no difficulty in leading evidence issues are separately framed. Case for evidence of both the parties on 22nd February, 1982."

#### ISSUES

1. Whether the domestic enquiry held against the workman was valid. If not what is its effect?

2. Whether the order of dismissal passed by the management dismissing the workman was justified both on facts as well as in law?

3. To what relief are the parties entitled to?

8. Thereafter both the parties led additional oral and documentary evidence. I have heard the learned Counsel for the parties on the aforesaid issues. My findings on the aforesaid issues are as under :—

Issue No. 1 :—The domestic enquiry against the workman was valid subject to the decision on certain points recorded below.

Issue No. 2 :—Order of dismissal of the workman by the management was not justified either on facts or in law or on both.

Issue No. 3.—The workman is entitled to be reinstated with all benefits of back wages and allowances, etc. etc.

#### Findings with Reasons :—

9. Issue No. 1 :—From the charge-sheet Ex. M/1 it is clear that the workman was charged under Clause 18(i)(c), (f) and (r) for wilful insubordination or disobedience of any lawful authority or any reasonable order of a superior, of habitual neglect of work and or threatening, abusing or assaulting any superior or a co-worker. The Enquiry Officer vide his findings Ex. M/17A has found the workman guilty of neglect of work and/or threatening, abusing or assaulting any superior or a co-worker. I will first consider whether the charge of habitual neglect of work for which the Enquiry Officer has found guilty was at all justified whether the same has been proved.

10. The workman was, vide Ex. W/5 dated 16-4-1977, transferred from Mahakali Colliery to the New Majri Open Cast Mine and the Last Pay Certificate issue (Ex. W/6) when he was released on 18-4-1977. Vide Ex. W/9, dated 21-24-11-1977 the Sub-Area Manager passed an order directing the workman to work in the Open Cast Mine and made him responsible for the Provident Fund Work of both the mines. This order does not indicate as to which was the second mine for the Provident Fund Work for which the workman was being made responsible by this order. Ex. M/9A is a letter from the Personnel (Industrial Relation) Department of the Head Office of the Western Coalfields Ltd. addressed to All General Managers of the W.C. Ltd., by which they were intimated that the 18 units for the month of December, 1976, 71 units for the month of January 1977 had failed to pay the Provident Fund dues within the prescribed limit. In this connection a reference may be made to Ex. M/22A from the same authority dated 29/31st December, 1976 making a complaint about the arrears of Provident Fund work for March 1972, March 1974 and March 1975. A reference may also be made to Ex. M/23 on the same subject and from the same authority. These letters therefore clearly indicate that the Provident Fund dues for which the workman was charged related to 89 units for the months of December, 1976 and January 1977. It was only in November 1977 that the Sub-Area Manager vide Ex. W/9 dated 24-11-1977 called upon the workman and made him responsible for the Provident Fund work of both the mines presumably one was Open Cast Mine and the other was New Majri Mine. The workman's grievance was that the arrears regarding the Provident Fund work which he was supposed to clear along with the current Provident Fund work could not be completed without the supply of Pay-sheets of the workmen which numbered in hundred and thousands and without the help of some other clerk by him alone. Ex. W/10 is a letter addressed to the workman by the Sub-Area Manager, a copy of which was given to Shri Anandrao Datarkar and he was asked to cooperate with the workman, Shri Nagrale. This endorsement by Sub-Area Manager has taken a note of the grievance of the workman that records of 1975-76 and 1976-77 have not been maintained properly. This document, therefore, make it clear that so far as the arrears of the Provident Fund work were concerned and which related to a period prior to the posting of the workman in the Open Cast Mine at Majri Colliery were not attributable to him only.

11. It cannot be disputed that Provident Fund deductions were and are made from the Pay-sheets of the workers and Postings in ledgers cannot be made unless all these Pay-sheets are made available, more particularly when the arrears relate to a past period and not the current period. The work-



man contends, and in my opinion very rightly, that as the Paysheets of the relevant period were not made available to him and no other helper was also given he could not clear the arrears to the best of his ability. This contention finds full justification from Ex. M/9 which is a letter dated 28-10-1977 addressed by the Manager of No. 2 Incline, New Majri Colliery to the Group Accounts Officer, Sub-Area No. 1 for releasing the original Pay-sheets of previous and current years for the preparation of Provident Fund Ledger for Open Cast Mine and No. 2 Incline. As per endorsement on this letter the Group Accounts Officer replied that original Pay-sheets cannot be spared and duplicate can be taken from the Colliery. It was thereafter only on 6-4-1978 that the Cashier of the New Majri Colliery was asked to issue the Pay-sheets. This document, therefore, clearly establishes that till 6-4-1978 even the Pay-sheets were not made available to the workman to clear the arrears. The charge-sheet charging the workman with habitual neglect of work was issued on a date till which the workman was not given the relevant documents viz. the Pay-sheets with the help of which he could clear the arrears. How can the management in the back ground of these admitted facts charge the workman with neglect, much less with habitual neglect of work. In his own evidence the workman has stated that when he joined, the work in the Provident Fund Section was in arrears, that he was not only to clear the current work but to clear the arrears also in respect of the two mines; that he did not leave any arrears so far as the current work is concerned; that for clearing the arrears he needed Pay-sheets and help of some other clerk; that he prayed for Pay-sheets of previous years being made available to him and that till the charge-sheet was served on him the Pay-sheets were not made available as per Ex. M/9. He has further stated that the Provident Fund amount is deducted from the pay of the workmen and is noted in the pay-sheets and on the basis of this note deduction are posted in the ledger. His statement finds full support from the documentary evidence referred to above. It thus becomes evident that the charge of neglect or habitual neglect of work was levied without any justification whatsoever. It further becomes clear that the management in order to save its own face wanted to foist the blame on the workman. When the charge itself was baseless and without any valid ground the findings of the Enquiry Officer must be totally ignored and set aside on this ground only.

12. Second charge against the workman was that on 4-4-1978 the workman approached the management officer Shri D. R. Singh with a letter Ex. W/10 dated 1-4-1978 and not only behaved with him by using undesirable language but told him "why have you given this letter to me. You management officials are trying to spoil my record. I will see you within 10 days and the consequences will be very bad. This office clerks are coward otherwise they have assaulted you." The charge further states, that the workman uttered the words, "All clerks are putting on bangle," meaning thereby that they are behaving like females. The question is as to whether such a charge was justified. I will consider the evidence given by the management with regard to this charge, but I may at this stage say that in view of what I have already stated above there was no justification for issuing the letter Ex. W/10 accusing the workman with regard to the arrears of Provident Fund work. This letter clearly shows that the Provident Fund Commissioner was to be sent a complete report regarding Provident Fund contributions. The failure on the part of the management to comply with this requirement was unjustifiably sought to be transferred on the workman. The workman, as already found above, was not responsible for these arrears. He was to look after the old as well as the current work and for that he was in genuine need of previous Pay-sheets which were not supplied to him till this letter Ex. W/10 was issued to him on 10-4-1978. The fact that previous pay-sheets were necessary for completing the work is established from the evidence given by M.W. 1, Shri P. K. Goswamy and M.W. 2 Shri R. S. Rode which was recorded on 21st August 1982.

13. Even assuming that the workman had been to Shri D. B. Singh and behaved in the manner indicated in the charge-sheet, it cannot be denied that the workman had a valid reason to feel annoyed because of groundless accusation made against him. No doubt one cannot justify the conduct of the workman in case it is proved that he behaved in the manner in which he is alleged to have behaved as stated in the charge-sheet. However, I am clearly of the view that if there was any reason for the workman to be

provoked the same was attributable to the management and not to the workman.

14. In the back ground of these findings that the question of validity of the enquiry has to be considered. From the enquiry proceedings filed in this case it is clear that after few adjournments the enquiry commenced in presence of the workman and his co-worker. Management's witnesses were examined after the workman submitted his reply on 18-4-1978. The enquiry commenced vide Ex. M/s. on 9-7-1978 when the management examined three witnesses and while the workman was under cross-examination by the management's representative he refused to participate in the enquiry any further. The enquiry proceedings therefore show that the enquiry was held in presence of the workman by the examination of the management's witnesses and he was free to make his own statement and examine witnesses in defence. If, he of his own accord did not participate further in the enquiry then the management cannot be blamed. Accordingly, in my opinion so far as the conduct of the enquiry is concerned, the workman cannot have any grievance.

15. The validity of the enquiry is also challenged on the ground that the Enquiry Officers, Shri J. K. Ghosh (M.W. 1) was an officer superior to Shri D. B. Singh, the complainant, with whom the workman in alleged to have misbehaved. I do not find any substance in this contention.

16. When a domestic enquiry is to be held it is proper for the management to appointment an Enquiry Officer who is superior in rank to the aggrieved person. If a subordinate is appointed the grievance may be that being a subordinate he will not have the courage to disbelieve his superior. But this is not a case of this nature. I accordingly find no substance in the contention of the workman in this behalf.

17. It was nextly contended that in a case where a domestic enquiry is held and if the enquiry is not liable to any challenge on any ground then the Tribunal can only examine the correctness of the findings and the reasonableness of the punishment. There can be no dispute with this principle but this principle is not applicable to the facts of the present case.

18. As already stated, at one stage the evidence was restricted only for determining the validity of the enquiry but by a subsequent order both parties were directed to give evidence on the issues framed on 1-2-1982. The management thereafter examined not only the Enquiry Officer but also witnesses to prove the charges against the workman. Once evidence is led on the merits of the charge-sheet the management cannot turn round and say that ignore the evidence of the misconduct led by it before this Tribunal and examine the reasonableness of the findings and the punishment awarded by the management. As the management has elected to lead evidence on the charge of misconduct also, it is this evidence which has to be looked into to determine the charge of misconduct and reasonableness of the punishment.

19. So far as the evidence of Shri J. K. Ghosh is concerned, it relates to the conduct of the enquiry only. The other witness is Shri P. G. Jagirdar (M.W. 2) which is in respect of the subsequent alleged conduct of the workman. The management's witness, Shri P. K. Goswamy (also marked as M.W. 1) and Shri R. S. Rode (also marked as M.W. 2) were examined on 21-8-1982. They have stated that on 4-4-1978 the workman came with some papers before Shri D. B. Singh, Senior Personnel Officer, and started shouting in loud voice "All of you are bent upon spoiling my service records; that you will get the consequences within 10 days and all those are sitting here are wearing bangles." To the same effect the evidence given by M.W. 2, Shri R. S. Rode. The person aggrieved, Shri D. B. Singh, has not been examined before this Tribunal to prove the charges of misconduct. Why he was kept back and not made available to the workman for cross-examination is best known to the management only. Thus before this Tribunal the evidence of these two management's witnesses is the only evidence which has to be considered.

20. Shri Goswamy admits that he was subordinate to Shri D. B. Singh as a Second Grade Clerk; that he was thereafter promoted as Grade I Clerk and then a Special Grade Clerk in September 1981. In his cross-examination he says that in spite of these utterances by the workman Shri Singh was

calm and cool and was not excited. He also admits that to his knowledge on no previous occasion Shri Nagrale behaved in this manner and that he did not feel that the workman was either of quarrelsome nature or of undesirable behaviour. The other witness admits in para 5 that out of three or four months after his evidence was recorded in enquiry he was promoted as Ctl. H Clerk in October 1978. From the evidence given by these two witnesses it therefore becomes clear that after the incident and commencement of the enquiry these two subordinates of the complainant, Shri D. B. Singh, have earned promotion. They cannot, in these circumstances, be treated as totally independent witnesses. If Shri D. B. Singh has been examined he could have justified their promotions but this has not been done. I, therefore, am not inclined to accept their evidence as coming from wholly independent and reliable source.

21. In the light of the findings recorded above, I am inclined and it is hereby held that the charge of neglect of work as also for habitual neglect of work was levied against the workman without any basis whatsoever. As regards the remaining charges, I am of the view that the management has not assigned any valid reason for not examining the most important witness viz. Shri D. B. Singh, to prove these charges. The evidence given by the management's witnesses S/Shri P. K. Goswamy and R. S. Rode cannot be said to be wholly reliable. The plea of the management that in case the enquiry is found to be validly conducted the only question which can be decided by the Tribunal is about the reasonableness of punishment cannot be accepted for the simple reason that in this case the management has availed of the opportunity of proving misconduct and having failed to do so, it cannot fall back on the evidence given during the enquiry. Accordingly, my finding on Issue No. 1 is that though the conduct of the domestic enquiry held against the workman was otherwise valid, but neither the evidence recorded nor the findings recorded therein nor the findings arrived at by the Enquiry Officer can be considered as the management as elected to prove the misconduct before this Tribunal but has failed to do so as indicated above.

2. Issue No. 2—In the light of the findings given on Issue No. 1 it has to be held that the punishment of dismissal of service awarded by the management against the workman, Shri A. P. Nagrale, cannot be maintained and must be set aside.

23. The order of dismissal was also challenged on the ground that it was passed by the authority subordinate to which the workman was appointed. This challenge to the legality of the dismissal order is justified. The workman was appointed vide Ex. M/10 dated 30-3-1966 as Junior Clerk in Grade III by Shri M. V. Bijapurkar, General Manager of the Wardha Valley Area. The dismissal order dated 27/28-10-1978 (Ex. M/7) has been passed by the Sub-Area Manager, an authority admitted by subordinate to and inferior in rank to the General Manager. Such an order is prima facie bad in law and cannot be maintained. On this ground also the impugned order of dismissal is liable to and is hereby set aside.

24. Issue No. 3.—It was urged on behalf of the management that the conduct of the workman has been such that the management has lost confidence in him. He is alleged to have taken part in strike in respect of which a Restraining Order had to be obtained from the Civil Court. If the workman has after his dismissal misbehaved in any undesirable manner as alleged by the management on the basis of Ex. M/82, Ex. M/33, Ex. M/34, then the same cannot be taken into account to validate the order of dismissal. If the workman is illegally dismissed from service he is entitled to be reinstated. There can thus be no question of loss of confidence in the circumstances alleged by the management.

25. In the light of the findings given above, the workman, Shri A. P. Nagrale, is entitled to be reinstated on the same post from which he was dismissed with all benefits of back wages and other allowances with effect from the date of his dismissal. In the circumstances of the case, I make no order as to costs. Award is given accordingly.

S. R. VYAS, Presiding Officer.

[No. I-19012(13)/79-D IV(B)]

New Delhi, the 13th November, 1982

**S.O. 3963.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the management of Samla Mondorboni Colliery of Messrs. Eastern Coalfields Limited, and their workmen, which was received by the Central Government on the 11th November, 1982.

**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL :  
CALCUTTA**

**Reference No. 53 of 1978**

**PARTIES :**

Employers in relation to the management of Samla Mondorboni Colliery, Mondorboni Sub-Area of Eastern Coalfields Ltd

**AND**

Their Workmen

**PRESENT**

Mr. Justice M. P. Singh, Presiding Officer

**APPEARANCES :**

On behalf of Employers—Mr. N. Das, Advocate, with Mr. R. N. Tewary, Dy. Personnel Manager.

On behalf of Workmen—Mr. Rajdeo Singh, General Secretary of the Union.

**STATE : West Bengal**

**INDUSTRY : Coal**

**AWARD**

By Order No. L-19012(83)/77-D-IV(B) dated 20th May 1978 the Government of India, Ministry of Labour referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of Samla Mondorboni Colliery under Mondorboni Sub-Area of Eastern Coalfields Ltd in stopping Shri Soni Choudhury from work with effect from 27th February, 1973 is justified? If not to what relief is the concerned workman entitled?”

2. The only question to be determined is whether Soni Choudhury named in the terms of Reference (WW1) actually worked in Samla Mondorboni Colliery as a Coal Cutting Machine Mazdoor as claimed by him. It is upon determination of this question that the reference can be answered. His case is that he was working in the same colliery from 1969 and worked in different pits (Nos. 6, 2 and 3) upto 26 February 1973, that the management stopped him from work with effect from 27 February 1973 without any reason. The management submits that he is not an employee because there were two persons of the name of Soni Choudhury in its record and both had left the colliery within a short time. In my opinion the management is wrong. There is sufficient and reliable evidence on the record to show that the concerned Soni Choudhury (WW1) was the real man who had worked in the colliery. There was no other Soni Choudhury having any other parentage. The name of the father of the concerned Soni Choudhury is Amroo Choudhury. In Form B register the name of the father of Soni Choudhury is Amroo Choudhury, Village Nutandanga, District Burdwan and that he had been shown as a badli Coal Cutting Machine Mazdoor and is shown to have been appointed on 15 January 1973 and in the remark column it is mentioned “left”. Sri N. Das, learned Advocate appearing for the management had placed both the registers, namely B form register and the Bonus register before this Tribunal. In the Bonus Register Soni Choudhury is shown as son of Harihar Choudhury of Campa, Chiticut, Azamgarh and the date of appointment is 24th January 1973 and that Soni had worked only from 24-1-73 to 26-2-73 for which he was paid his wages. In my opinion some interpolations appears to have been made in the Bonus Register Ex. M-4. The name Soni Choudhury is in faint ink whereas other details of the address are in fresh ink. A mere look at it show that the other details of address have been freshly written and the same cannot be relied upon. In form B register the name of the father of Soni Choudhury is Amroo Choudhury in Sl. No. 745, his village is Nutandanga, District Burdwan, I may state here

that this was the local address of Soni Choudhury for a certain time. Both these registers are maintained by the management. In form B register (Ext. M2) the date of appointment is different. The address is different from that given in the Bonus Register. It is surprising that in a Government undertaking where registers are maintained under statutory rules there should be discrepancies. In B form register the word "badli" appears to have been subsequently inserted. It is necessary to mention here that a Government Finger Print Expert Mr. G. P. Gupta, MW-2 examined the left thumb impression of Soni Choudhury on both the registers. He found that the LTI of Soni Choudhury on the Bonus register (Ext. M-4) tallied with his genuine specimen LTI. This clearly goes to show that it was the concerned Soni Choudhury who had worked in the colliery. It is true that LTI on the B form register did not, according to the Finger Print Expert, tally with the specimen LTI but the fact remains that the LTI on the Bonus register was found to be his. The most important thing to be noticed is that the management had not specifically denied in their written statement dated 10th April 1978 that the concerned Soni Choudhury was not the man who had worked in the colliery. Even in their rejoinder dated 25th December 1978 the management has only stated that Soni Choudhury should not be treated as workman of the colliery. The management has not said that the concerned Soni Choudhury had never worked in the colliery. There is no specified denial either in the original written statement or in the rejoinder filed subsequently by the management. The management has simply replied on the contradictions in the two registers, namely, the Bonus register, Ext. M-4 and the B form register Ext. M-2 and after referring to the contradictions in their written statement the management remained satisfied. In order words it has only referred to records and does not put forward any positive case. This was the pointed issue in the case and the matter was being agitated for a long time by various representations filed by the concerned workman. In such a situation it was the duty of the management to be specific. In absence of any specific denial the fact shall be deemed to have been admitted by the management.

3. Apart from this there is ample original evidence on record to show that the concerned Soni Choudhury had worked in the colliery. The case has been keenly contested before this Tribunal. Soni Choudhury examined seven witnesses including himself as WW-1. The management has examined only two witnesses, one of them being the Finger Print Expert and another its own Assistant Manager Mr. Agarwal. Both the parties have filed a number of documents. The Union has filed documents which are representations made to the management for making enquiry into his case and other set of documents are letters raising industrial dispute. The management has filed 19 documents including the two important registers aforesaid. The rest are letters and notices which are not very material for the purpose of the decision of this case. In the course of argument also both the parties have referred only to the two registers aforesaid.

4. Now the witnesses produced by Soni Choudhury are natural and competent. WW-2 Pratap Singh, Overman has been working in that very colliery from the year 1968. He was Mining Sirdar. He has said in cross-examination that one lit Chondhury was the uncle of the concerned Soni and he was a Contractor and that Soni was working under him. He has identified the concerned Soni Choudhury as having worked in the same colliery. WW-4 Rajhu Nath Singh, Onsetter who has been working in that very colliery from the year 1962. WW-3 is a Machine Driver who has been working in the same colliery for the last 17 years. All these three witnesses, having no relationship with Soni Choudhury, have identified Soni as working in the colliery. They are independent witnesses and highly competent. There is nothing in their cross-examination to disbelieve them. The evidence of Soni is supported by them. It appears that Soni had met with an accident in the year 1972. The union examined two doctors in connection with the accident. WW6 is Dr. A. K. Pal who proved the certificate, Ext. W-3 and stated that the concerned Soni was a worker of Mandorboni colliery WW7 is Dr. V. S. Tewari who proved the prescription, Ext. W/1. From the evidence of the evidence of the doctors it seems that Soni Choudhury had met with an accident in the year 1972. The management's witness G. C. Agarwal, MW-1 is their own man. He is highly interested. He says that the concerned workman never worked in the colliery. The management itself has not said so but this witness in his eagerness

went to the extent of saying that. It is also peculiar that this witness claims to know the concerned workman only because, according to himself, the concerned workman had gone to him to seek a job in the year 1974. This is unbelievable. WW-2 G. P. Gupta, the Finger Print Expert, about whom I have already stated. His Report is Ext. M-19 of April 1981. Lastly it will not be out of place to mention here that the management has not produced a single bit of paper obtained by it from the original company, the take over being on 31 January 1973 under the Coal Mines Nationalisation Act.

5. Sri N. us for the management contended that the concerned Soni Choudhury is only a badli worker. So he has no right to be reinstated. No such case has been made out in the written statement. It is not the case of either party. The reference is also not regarding his status. On the materials on record I hold that the concerned Soni Choudhury was a Coal Cutting Machine Mazdoor. The contention is therefore rejected.

6. From the above discussions it is clear that the concerned Soni Choudhury named in the reference had really worked in the colliery. In conclusion my Award is that the action of the management of Samla Mandorboni Colliery in stopping Sri Soni Choudhury from work with effect from 27 February 1973 is unjustified. The concerned workman Soni Choudhury is, therefore, entitled to be reinstated with all back wages which may be admissible to him as per rules.

Dated, Calcutta,

The 7th October, 1982.

M. P. SINGH, Presiding Officer,

[No. L-19012(83)/77-D-IV(B)]

New Delhi, the 17th November, 1982

#### ORDER

**S.O. 3964.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the management of General Manager, Dishersarh Area of Messrs Eastern Coal-fields Limited, and their workmen, which was received by the Central Government on the 13th November, 1982.

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

Reference No. 61 of 1980

#### PARTIES :

Employers in relation to the management of the General Manager, Dishersarh Area of M/s. Eastern Coal-fields Limited

AND

Their workmen

#### PRESENT :

Mr Justice M. P. Singh.—Presiding Officer—

#### APPEARANCES

On behalf of Employers.—Mr. S. N. Ram, Deputy Personnel Manager.

On behalf of Workmen.—Shri Subhanta Banerjee, and Gobardhan Mondal, the concerned workmen

Nobody appears on behalf of the Union.

STATE : West Bengal : INDUSTRY : Coal Mine



## AWARD

By Order No. L-19012 (2)/80-D. IV(B) dated 16th July 1980 the Government of India, Ministry of Labour referred to this Tribunal for adjudication the following dispute :

"Whether the management of Dishegarh Area of Messrs Eastern Coalfields Limited, Borachuk House, Post Office Sitarampur, District Burdwan is justified in,

- (i) denying to Shri Srimanta Banerjee, the technical Grade 'D' as telephone operator and Grade II with effect from 7th March, 1978 for working as canteen manager,
- (ii) denying to Shri Gobardhan Mondal, the Category III wages with effect from 7th March, 1978 for working as Canteen Cook ? If not, to what relief the workmen are entitled to and from what dates?"

2. The case was taken up for hearing on 21-9-82, but nobody appeared on behalf of the workmen. When the case was taken up for hearing to-day the management is represented by Mr. S. N. Ram, Deputy Personnel Manager and the concerned two workmen are present. Nobody appears on behalf of the Union. It appears that the Union is no longer interested in this case because the two concerned workmen themselves have entered into a settlement with the management and has been produced before me for acceptance. The management has also agreed to the terms of the settlement without prejudice to their statement in the written statement to which effect they have made an endorsement on the settlement itself (vide Annexure A). The prayer is that Tribunal be pleased to pass a 'no dispute' award in the matter. In my opinion the dispute no longer exists.

I, therefore, pass a "No dispute" award in the matter.

Dated, Calcutta,

The 10th October, 1982.

Sd/-

M. P. SINGH, Presiding Officer.

## ANNEXURE 'A'

BEFORE THE HON'BLE PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL :  
CALCUTTA

Reference No. 61 of 1980

## PARTIES :

Employers in relation to the management of Dishegarh Area of E.C.L., Borachuk House, P.O. Sitarampur, Dist. Burdwan,

## AND

Their workmen

The humble petition of the two workmen connected in the above matter, most respectfully sheweth :--

1. That the above matter is pending before the Hon'ble Tribunal and the same has not yet been heard.
2. That in the meantime, the petitioners approached the employers for mutual settlement of the dispute here in concerned and the employers have agreed and placed Shri Srimanta Banerjee, the connected workmen in grade-II with effect from 19-8-82 at the basic pay of Rs. 554 per month and the employers have agreed and placed the other connected workmen Shri Gobardhan Mondal in category IV with effect from 20-8-82 at the basic pay Rs. 18-28 per day.

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3. That in view of the employers action as stated in the foregoing paragraph both the connected workmen have no claim whatsoever for any past period prior to the date stated in the paragraph 2.

4. That both the connected workmen have no longer any dispute with the employers arising out of the instant order of reference.

## PRAYER

Both the connected workmen pray that the Hon'ble Tribunal may be pleased to pass a no dispute award in the instant reference.

And for this act of kindness both the workmen as in duty shall ever pray.

Dated 30th October, 1982.

Agreed without prejudice to the agreement made in the written statement filed by the management.

Personnel Manager (A)  
Sitarampur Area.

For and on behalf of the workmen.  
(Srimanta Banerjee)  
(Gobardhan Mondal)  
Connected workmen.

M. P. SINGH, Presiding Officer  
[No. L-19012(2)/80-D. IV(D)]

New Delhi, the 17th November, 1982

S.O. 3965.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the management of Parasia Sub-Area No. 4, of Messrs Eastern Coalfields Limited, and their workmen, which was received by the Central Government on the 13th November, 1982.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL :  
CALCUTTA

Reference No. 77 of 1979

## PARTIES :

Employers in relation to the management of Parasia Sub-Area, Area No. 4, Parasia,

## AND

Their Workmen

## PRESENT :

Mr. Justice M. P. Singh—Presiding Officer.

## APPEARANCES

On behalf of Employers.—Mr. M. Das, Advocate.

On behalf of Workmen.—Mr. R. K. Gaurasaria, a Co-workman.

STATE : West Bengal.

INDUSTRY : Coal Mine.

## AWARD

The Government of India, Ministry of Labour by their Order No. L-19012(23)/79-D. IV(B) dated 22nd/23rd November, 1979 referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of Parasia Colliery in terminating the services of Shri Hari-prasad Gaurisaria, Assistant Loading Clerk, Parasia Colliery, with effect from 5th November, 1977 is justified. If not, to what relief is the concerned workman entitled ?"



2. Sworn of verbiage the facts in brief are that Hariprasad Gaurisaria was an Assistant Loading Clerk under the management of Parasia Colliery. His service was terminated with effect from 5th November, 1977 by the Manager of the colliery. It was intimated to him that he had lost lien on his appointment by a letter which is Ext. M-2. The termination of service was on account of continued unauthorised absence for over one year. He was on sanctioned leave from 19th August 1976 to 7th September 1976, i.e., for 20 days. During this period he fell sick. His treatment started from 24th August 1976 and continued upto 2nd February 1978. He applied to the management from time to time for extension of leave. He sent telegrams and letters and also sent medical certificates, at least six in number (two in 1976 and four in 1977) to the management for the purpose of extending his leave on the ground of sickness. He was suffering from T.B. He got medical certificate of fitness on 2nd February 1978 but he could not join his duty because his service had already been terminated with effect from 5th November 1977. When his representations made to the management were rejected he raised the present industrial dispute under Section 2A of the Industrial Disputes Act by filing a representation before the Assistant Labour Commissioner (Central) Calcutta.

3. It is argued on behalf of the workman that the termination of service was illegal and void because the provisions of Section 25F of the Industrial Disputes Act were not complied with. The management argued that termination of service was in accordance with the provisions of the Standing Orders and hence it did not amount to retrenchment. In my opinion, the management is wrong. The Supreme Court in several cases has construed the expression "retrenchment" in Section 2(oo) of the Industrial Disputes Act in the widest possible term and has adopted a literal construction of the word "retrenchment". In *Santosh Gupta v. State Bank, Patiala*, 1980 II LLJ 82, the Supreme Court held that retrenchment means termination of service for any reason whatsoever and it covers every kind of termination of service except those not expressly included in Section 25F or not expressly provided for by any other provisions of the Act such as 25FF and 25FFF. Even prior to that decision the Supreme Court had held in *State Bank of India v. M. Sundaramoni*, 1976 I LLJ 478 : "termination" for any reason whatsoever are the key words. Whatever the reason, every termination spells retrenchment. Termination embraces not merely the act of termination but the fact of termination however produced. The view taken in those cases was upheld in *L. Robert D'Souza v. Executive Engineer, Southern Railway and Another*, 1982 I LLJ 330. It is thus clear that termination of service for any reason whatsoever will amount to retrenchment. It is now a well settled principle of law that even if there is automatic termination of service on account of unauthorised absence in accordance with the provisions of the Standing Orders, the termination would amount to retrenchment and if the provisions of Section 25F are not complied with termination will be illegal and void : See the case of *Naresh Chandra Das v. Seventh Industrial Tribunal and Others*, 1982 II LLJ 64 (Calcutta)—1982 Lab. IC 579.

4. Admittedly in the present case the provisions of Sec. 25F were not complied with and hence the termination of service of Hariprasad Gaurisaria is illegal and void and it is set aside. He therefore continues in service. I direct the management to pay to Hariprasad Gaurisaria the workman concerned in this case all back wages from 24th January 1977 when he raised the present industrial dispute by making a representation before the Assistant Labour Commissioner (Central), Calcutta till date. The management however will be free to terminate his service in accordance with law after full consideration of his case and after complying with the provisions of Section 25F if it so likes.

This is my Award.

Dated, Calcutta,

The 30th October, 1982.

M. P. SINGH, Presiding Officer

[No. L-19012(23)/79-D. IV(B)]

S. S. MEHTA, Desk Officer

New Delhi, the 10th November, 1982

**S.O. 3966.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Hyderabad, in the industrial dispute between the employers in relation to the management of State Bank of India, Hyderabad, and their workman, which was received by the Central Government on the 6th November, 1982.

**BEFORE THE ADDITIONAL INDUSTRIAL TRIBUNAL—  
CUM-ADDITIONAL LABOUR COURT ANDHRA  
PRADESH : HYDERABAD**

**PRESENT :**

Sri K. Subba Rao, B.A., LL.B., Chairman.  
Dated this the 24th day of August, 1982  
Industrial Dispute No. 1/78 (Central)

Sri V. Sreeramulu  
Cashier at Sattenapalli Branch  
C/o The General Secretary,  
State Bank of India Staff  
Union, A. P. Peddibhotlavari  
Street Vijayawada.

...Petitioner

**Versus**

The Chief General Manager,  
State Bank of India,  
Local Head Office,  
Hyderabad.

...Respondent

Ref :—F. No. L-12012/17/77-D.I.A. Govt. of India

Ministry of Labour, New Delhi dt. 17/22-3-78.

This Industrial Dispute coming on for final hearing before me on 24th August, 1982, upon perusing the reference, claim statement counter and other material papers on record and upon hearing the arguments of Sri K. Narasimham, and Sri. D. S. R. Varma, Advocates for the petitioner and M/s. K. Srinivasamurthy and S. Ravindranath, Advocates for the respondent and having stood over for consideration till this date, the Court passed the following.

#### AWARD

This reference is made by the Government of India under Section 10(1) of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) for the adjudication of a dispute existing between the management of State Bank of India and their workman in respect of the following matters viz., "whether the action of the management of the State Bank of India in stopping one increment due to Sri V. Sreeramulu, Cashier at Sattenapalle Branch of the Bank on 11-5-76 is justified? If not to what relief is the workman entitled?"

2. The brief facts of the case as set out in the claim statement of the petitioner are : The petitioner Shri V. Sreeramulu was an officiating Head Cashier of the Sattenapalle Branch of the respondent Bank. In April, 1972 there was a general agitation by the workmen i.e. the staff of the Bank during that period. By an order dated 29-4-72 the respondent placed Sri Sreeramulu under suspension pending enquiry in respect of some of the alleged incident related to 11-4-72. The respondent issued a charge sheet on 24-10-72 asking the workman to show cause why disciplinary action should not be taken against him. The allegations in the charge sheet, Ex. M-1 are as follows :—

- (i) On the 11th April, 1972 in the morning as usual when the Agent of Sattenapalle Branch and yourself opened the strong room and took out the boxes containing security forms documents etc., you are reported to have objected to withdrawing cash on the plea that the paying cashier was not present and requested the Agent to wait till the paying cashier attends office. A few minutes later when the Agent contacted you to open the strong room, you are alleged to have refused to operate the strong room

despite persuasion by the Agent and other members of the supervising staff. You are also reported to have refused to receipt the challans and vouchers accepted by the cash department staff. When you were instructed, in writing, to operate the currency chest and explain for your conduct, you are alleged to have refused to receive the communication and when the Agent instructed you to either open the strong room or to hand over keys to the senior cashier who is willing to act as Head Cashier, you are alleged to have not carried out the instructions either. Having agreed to act as Branch Head Cashier, you had thus caused stoppage of the Branch cash work and conducted yourself in a manner highly prejudicial to the interests of the Bank.

- (ii) Your refusal to accept the Sattenappalle Branch letter S. No. 3 of the 11th April, 1972 addressed to you calling upon you to operate on the currency chest and to submit your explanation for conducting yourself in the manner indicated in item (i) above would amount to wilful insubordination.

The workman submitted his explanation to the above two charges and pending enquiry the workman was suspended with effect from 1st May, 1972. Thereafter an enquiry was conducted into the allegations between the 15th October, 1973 and 31st October, 1973. The claim statement contains several allegations with regard to the improper conduct of the enquiry and other irregularities. But it is not necessary to advert to those allegations, because, in his case the enquiry was held to be valid by a separate order. The Enquiry Officer found the petitioner guilty of the charges levelled against him and the disciplinary authority accepting the report of the Enquiry Officer issued a show cause notice to the petitioner as to why he should not be discharged from service on payment of a month's pay and allowances in lieu of notice. After considering the written submission made by the workman and after hearing him in person, the disciplinary authority by its order dated 11-7-75 however modified the proposed punishment as one of stoppage of one increment due on 11-5-76 and lifted the order of suspension. However, the disciplinary authority further ordered no part of the period of suspension from service could be treated as on duty and that the workman will not be eligible for any arrears and wages, allowances, etc., for the said period of suspension, over and above what was already paid to him by way of subsistence allowance. The workman preferred an appeal against the order of punishment but the Appellate Authority, i.e. the General Manager (Operations) by his order dated 13-12-75 rejected the appeal and confirmed the punishment. The Union, by its letter dated 15-7-76 demanded the respondent that the order of punishment be quashed and that the workman be given full wages and allowances etc. As there was no response from the respondent, the dispute was referred to the Regional Labour Commissioner (Central) at Hyderabad. But as the conciliation proceedings failed, the matter was referred to this Tribunal for adjudication. The prayer in the claim statement (on which there was some argument) in this case is as follows:—

"The Union therefore prays that the Hon'ble Tribunal be pleased to hold that the punishment is unjustified and not maintainable and pass an Award quashing the same. The petitioner prays that the Hon'ble Tribunal be pleased to direct, as natural corollary, that the entire period of suspension be treated as "duty" and to direct the respondent to release the withheld wages, allowances, bonus, leave privilege etc., retrospectively from the date of suspension, viz. 2-5-1972 and award all the above benefits to Sri Sreeramulu retrospectively."

3. The respondent in a very elaborate counter traversed all the facts of the case and also made several averments with regard to the conduct of the enquiry and other allied matters and it is not necessary to advert to those averments. The dates and facts with regard to the main charges are not in dispute. According to the respondent, the punishment imposed is neither illegal nor unjustified and on the other hand, the circumstances of the case warranted deterrent punishment of discharge from service as originally proposed. However, in view of the past conduct and submissions of the workman at the time of personal hearing, the Bank took a lenient view and imposed the punishment of stoppage of one increment and the said punishment is justified and most reasonable in

the circumstances of the case. The counter also denied that there was no colourable exercise of the power or any victimisation of the workman. The respondent, in the end submitted that the prayer of the petitioner for the entire period of suspension to be treated as duty was untenable and it is also beyond the scope of this reference, as the period of suspension is not the subject matter of the reference.

4. Before I deal with the contentions raised by both the parties on the merits I shall deal with two legal arguments raised on behalf of the respondent. Mr. Ravindranath, learned Counsel for the respondent Bank firstly argued that the prayer in the claim statement is not in consonance with the reference and not even anywhere near the subject of reference and therefore the relief sought by the petitioner cannot be given. According to Mr. Ravindranath the petitioner's prayer is for the release of the withheld wages and allowances retrospectively from the date of suspension, whereas the reference is only with regard to the stoppage of one increment due to the workman. This argument of Mr. Ravindranath is only partly correct. The prayer of the petitioner in his claim statement is quoted in 10.0 above. The first part of the prayer of the petitioner is for the quashing of the order of punishment as unjustified and not maintainable. That is, the petitioner prayed that the punishment of stoppage of increment must be quashed. As a corollary the petitioner further prayed that the period of suspension be treated as duty and release of his wages and allowances during the period of suspension. The reference, however dealt with only the punishment of stoppage of one increment. Therefore, the prayer of the petitioner with regard to the release of wages etc. during the period of suspension is beyond the reference made by the Government, but the petitioner first prayed to quash the order of stoppage of increment is in consonance with the reference. That apart, the petitioner, as a follow-up of the first prayer can always request this Tribunal for release of the wages and allowances etc., if the Tribunal comes to the conclusion that the punishment of stoppage of increment is invalid. Of course, it would have been salutary if the reference also is made in that way. But the reference is only made as far as the main punishment of stoppage of one increment is concerned. I therefore think that the reference cannot be rejected on the above ground alone.

5. Mr. Ravindranath, secondly contended that in this case the enquiry was held invalid and this not being a case of a removal or dismissal from service the provisions of Section 11-A of the I.D. Act are not applicable and cannot be invoked by the petitioner, I think there is considerable force in this argument. Admittedly, the case is not one of removal or dismissal but is only where a punishment of stoppage of increment is awarded. The language of section 11-A is very clear and the provisions thereof can be invoked by this Tribunal only in a case of removal or dismissal from service. This Tribunal, therefore, under Section 11-A of the I.D. Act cannot be called upon to reappraise the evidence and quash the order of punishment.

6. The claim statement filed on behalf of the workman in this case to a large extent dealt with the improper conduct of the enquiry and the perversity of the findings of the Enquiry Officer, but has nowhere dealt with victimisation on the part of the management except at the end one sentence is added that the action of the management is colourable and is an act of victimisation in the claim statement there are no details given as to how the action of the management is colourable and was done with a vindictive attitude. As already stated, at the outset this Tribunal by a separate order held that the enquiry in this case was properly held and that there was no perversity in the report of the Enquiry Officer. The Enquiry Officer has discussed the evidence on either side and come to correct conclusions on the evidence. Mr. Varma, learned Counsel for the petitioner, however argued that in this case the workman who was also on strike on the day in question could not have been asked to do any work at all. This aspect of the matter was also dealt with by the Enquiry Officer in his report. The Enquiry Officer at page-5 of his report dealt with the evidence of D. W-4 Sri G. L. Chowdary, who testified that the acting Head Cashier has also joined the agitation and he has not signed the vouchers and not initialled the scrolls and the same were sent to the Agent who had initialled and signed to dispose of the waiting constituents. The Enquiry Officer then referred to the cross examination of this witness in which he had admitted that he did not remember to have given any letter to the Agent as local Secretary of the Hyderabad Circle Union about the Piduguralla sub-office overtime issue. This witness was also said to have admitted in his cross examination that he and the other cashier



belonging to his group has already been at the counter. After discussing the evidence the Enquiry Officer had given the following finding on this aspect of the matter.

"It can be inferred that on 11-4-72 the Branch acting Head Cashier came to office prepared to participate in the so called strike but avoided taking out cash even though the paying cashier Sri Basna was already present in the office. He very tactfully evaded the Agent."

It was also in evidence before the Enquiry Officer that the Agent made several attempts to make the Head Cashier/Workman at least hand over the keys and other things to the senior Cashier Sri Basna who was prepared to operate the chest etc., in fact a written memo bearing Sl. No. 3, dated 11-4-72 was given to the petitioner and he had seen and read the same. If the workman wanted to join the strike, he could have at least handed over the charge to the senior cashier but he did not do so. I therefore find no substance in the argument of Mr. Verma.

7. No other argument is raised in this case. In view of my above finding I reject this reference and an Award is passed accordingly.

8. Dictated to the Stenographer, transcribed by him, corrected by me and given under my hand and the seal of this Tribunal on the 24th day of August, 1982.

K. SUBBA RAO, Chairman,  
Addl. Industrial Tribunal  
A. P. Hyderabad.

#### Appendix of Evidence

##### List of Witnesses examined

On behalf of the workman—Nil.

On behalf of the management—Nil.

##### List of Documents Marked

##### For Workman :

1. Ex. W-2 21-8-82 Explanation dt. 24-9-73 to the charge sheet (Ex. M-1) as submitted by the petitioner.

##### For Management :

1. Ex. M-1 5-7-82 Charge sheet vide Lr. Staff/con 103 dt. 24th Oct. 1982.
2. Ext. M-2—do—Enquiry Report.

K. SUBBA RAO, Chairman  
Addl. Industrial Tribunal  
A. P. Hyderabad  
[No. L-12012(17)/77-D.II(A)(Pt.)]

**S.O. 3967.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Bombay, in the industrial dispute between the employers in relation to the management of Reserve Bank of India, Nagpur and their workmen which was received by the Central Government on the 8th November, 1982.

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, BOMBAY

##### PRESENT :

Shri M. A. Deshpande, Presiding Officer.

Reference No. CGIT-2/13 of 1981

##### PARTIES :

EMPLOYERS IN RELATION TO THE MANAGEMENT OF RESERVE BANK OF INDIA

##### AND

##### THEIR WORKMEN

##### APPEARANCES :

For the employers—Shri N. V. Sundaram, Legal Adviser.  
2. Shri M. A. Batki, Asstt. Legal Adviser.

For the workmen—Shri L. K. Pande, President, Reserve Bank Workers' Organisation, Bombay.

INDUSTRY : Banking STATE : Maharashtra  
Bombay, the 16th October, 1982

#### AWARD

(Dictated in the Open Court)

By their order No. L-12012/171/80-D.II.A dated 30-7-1981 the Central Government has referred the following dispute for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947:—

"Whether the action of the management of Reserve Bank of India, Nagpur in imposing the punishment upon Shri A. S. Jain, Coin/Notes Examiner Gr. II by way of reduction in his substantive pay by one stage for a period of one year with effect from 20-4-1979 is justified / If not, to what relief is the workman concerned entitled."

2. It seems that on the allegation that the concerned Coin/Notes Examiner was guilty of certain misconduct as alleged, a chargesheet was served on him and enquiry was held during which enquiry because the charges were admitted by the concerned workman, the Enquiry Officer concluded that Shri A. S. Jain had been negligent in the performance of his duties and therefore held that the charge of negligence as set out in the Memorandum was duly established, on the strength of which finding the competent authority after accepting that finding, passed the order that the class of justice will be met if his substantive pay is reduced by two stages for a period of one year, which order as is evident has given rise to the present dispute.

3. Now patently it was an individual dispute and therefore unless the same is found to have been converted into an industrial dispute as defined under Section 2(k) of the Industrial Disputes Act, the reference would not be valid. For the said purpose the conclusion of the Union namely the Reserve Bank Employees Association, Nagpur, who has espoused the cause of the workman is that by a resolution dated 11-7-1979, the Managing Committee of the Reserve Bank Employees Association resolved to move in the matter and to espouse the dispute which accordingly was espoused, the dispute of the workman is involving the question of interest affecting the workman as a class and therefore since that Union is functioning in the office concerned namely the Reserve Bank of India, Nagpur, and since the workman is a member of the said Union, by virtue of the espousal of the cause by the registered trade union, the dispute now has assumed the character of an industrial dispute and therefore the reference becomes valid and legal.

4. To which the Reserve Bank has come out with the contention that the Reserve Bank Employees Association, Nagpur, in the first place being an unrecognised Union and secondly having no substantial following of the said cadre of employees, even if the said Association has decided to espouse the cause, because of the factors already mentioned, the individual dispute can never be said to have been converted into industrial dispute so as to confer jurisdiction on this Tribunal to entertain the reference.

5. So far as the question whether it is majority or minority union or whether it is recognised or unrecognised union, that controversy shall be deemed to have been finally resolved by decision in Pradeep L. W. 1970 (1) LLJ 507, to which a reference would be shortly made and whether the recognised or unrecognised, whether majority or minority union if the cause is espoused by a trade union the individual dispute would become an industrial dispute, in which case the question to be determined would be whether such Union must be held to have a substantial following in the industry in question. Therefore the objection that the Union is unrecognised or that it does not command majority following need not detain us even for a moment and we can immediately advert to the question whether such Union before it can convert an individual dispute to an industrial dispute by espousal should have a substantial following. If such ingredient is necessary there would be force in the contention of the Reserve Bank of India, otherwise not.

6. That the Association has got following in the Reserve Bank of India at Nagpur, whether substantial or not substantial would be another question, is not much in dispute. Then there is also affidavit Ex. 13/W on record filed by Shri A. S. Jain asserting to be a continuous member of the Association establishing that the Union concerned since he is a member, commands a right to represent him. There is also an affidavit on record Ex. 14/W filed by the Secretary of the Association supporting the membership of Shri

A. S. Jain and proving the resolution dated 11-7-1979 passed by the Managing Committee of the Association authorising the Secretary and other office-bearers to raise the industrial dispute, a copy of which resolution is also on record at Ex. 10, A. Two facts therefore are established namely the concerned workman is a member of the Association and secondly and the Managing Committee of the Association has by valid resolution decided to espouse the cause and accordingly the matter reached the Assistant Labour Commissioner who submitted his interim report and therefore ultimately the reference has come to be made.

7. The only question then to be determined is, is it necessary for such Union, a trade Union duly registered, before a reference can be said to be valid and legal, to establish a substantial following in the industry concerned? In this connection it may be mentioned that although all along this point was raised on behalf of the Bank from the time when statement was filed and although at various stages of the proceedings attempts were made to get a particular evidence or record to be brought on record for one reason, or the other the matter was not pursued, even on the last date that is on 24-9-1982 when it was noticed that the Registrar of Trade Unions was not prepared to furnish the information viz., the certified copy of the membership of the Association for the years 1978 to 1981 as can be seen from his reply Ex. 19/W. 1 was prepared to issue summons to the concerned officer who in his last line of his letter had stated that the information would be produced before the Industrial Tribunal if he was called upon to do so by summons but because the representative of the Union did not want such summons to be issued, no such order could be passed. The record therefore shows that when the Bank was all along raising the objection that the concerned Union namely the Association has insignificant following in the industry or in the Bank and when to the knowledge of the Union such evidence was available and could have been produced through the aid of the Tribunal, not only no attempt was made but when order was made by the Tribunal it was told no such summons need be issued. The result is that as the record stands there is nothing to hold as to what is the nature of the following commanded by the Union in the Reserve Bank at Nagpur and this is despite an objection on behalf of the Bank that because the following of the Union is insignificant the individual dispute cannot be said to have been validly converted into an industrial dispute.

8. Now in the absence of the relevant material it was first contended on behalf of the Union that since the reference has been made by the Government on receipt of failure report of the Conciliation Officer, since the Government itself was satisfied about the existence of an industrial dispute, if any contrary contention is to be raised it would be for the Reserve Bank to establish that because the Association has no significant following in the Reserve Bank the reference is bad. In other words the Association want the onus to be cast on the Bank itself to establish the negative instead of itself reducing the proof of the positive, namely proof of number of members during the relevant period of the Association. The question is whether such onus can be cast on the Reserve Bank of India to prove the negative particularly when what is their membership is a fact not known to the Bank but, which must be well-known to the Union itself. Secondly it was urged that once the cause is espoused by the registered trade Union, the question whether it commands substantial following or not fall into insignificance which certainly would be relevant for the espousal by body of the workmen but not necessary when the Union is a registered trade Union and such registered trade Union by resolution of the Managing Committee decided to espouse the cause. It was the force urged that as soon as it was established that the Association is a registered trade Union and further as soon as it is established that it has espoused the cause by passing a resolution before the reference no other proof is necessary and the conduct of the Union itself is sufficient to convert the individual dispute into an industrial one.

9. Under Section 2(k) of the Industrial Disputes Act we find the definition of "industrial dispute" where it means any dispute or difference between employers and employees or between employers and workmen or between workmen and workmen which is connected with the employment or non-employment or the terms of employment or with the conditions of labour of any person. In the instant case other ingredients are not material the dispute is stated to be bet-

ween the employers that is the Reserve Bank on one hand and the workmen with whose cause the Union associated itself intending to convert it into an industrial dispute between the employers and the workmen. The answer to the issue raised would be really dependant upon whether the dispute can be said to have assumed the character of an industrial dispute. In other words whether it is a primarily between the employers and the workmen and since finally it is a dispute between the employer and the workmen, it could be said to have been taken up by the workmen as such so as to bring it within the definition of Section 2(k) of the Industrial Disputes Act.

10. In *Shambhu Nath Goyal Vs. Bank of Baroda* (1978) 2 Supreme Court Cases page 353 it has been held that the term 'industrial dispute' connotes a real and substantial difference having some element of persistency and continuity till resolved and likely if not adjusted to endanger the industrial peace of the undertaking or the community. It is necessary to see that the dispute has assumed such a character which would disturb the industrial peace and it can be said to have assumed such character only if several number of workmen are interested in such a dispute as a class so that individual cause of the workman has been made to be their own cause by the workmen. If this test is applied, then it becomes necessary to see whether the Union which is espousing the cause commands if not majority, atleast significant number of following in the industry so that the workmen as a class could be said to be affected by the dispute to make it an industrial dispute. Unless this factor is established to the satisfaction of the Tribunal, it can never be said to be an industrial dispute or assumes such a character as to bring it under Section 2(k) of the Act.

11. Merely because the reference came to be made no presumption can arise in the matter and if the onus cannot be cast on the Bank to establish in the negative, it would be the Union which will have to establish its strength in the office of the Bank at Nagpur. Now it is well-settled law and even under the Evidence Act the provisions of which it is true are not strictly applied for determining the industrial dispute, that the onus is on that party who has to establish the positive fact and not on the party who pleads certain negative facts. We have already seen that the Bank all along was contending that the Union has no significant following in its office at Nagpur. It was therefore a negative fact which was being pleaded and when the Union wanted to dislodge the said fact for asserting the significant following being an assertion of the positive fact which is necessary to be established the burden of the proof would lie on the Union and never on the Bank. The record of the case speaks that though all along the matter was adjourned for production of this proof and though the Tribunal was prepared to send summons to the Registrar of the Trade Union whose records would have resolved the whole controversy, the Union was not prepared to accept the offer and material evidence has been shut out. In the given circumstances therefore when the onus was on the Union to prove that it has got significant number of following and since the Union has not adduced any evidence may be because it would not have helped them and since the Union itself did not produce the material evidence before me the only conclusion possible would be that there is no evidence to hold that this Union commands significant number of following in the office of the Bank at Nagpur.

12. The question then is whether even in the absence of such proof merely because the cause was espoused by the Union duly registered the same becomes industrial dispute. I was given to understand that about 11,00 Class III employees are working in the office of the Reserve Bank at Nagpur. Now so far as the Trade Union Act is concerned, under Section 4 of the Act any seven persons by following the procedure can get the trade union registered and therefore the only inference from the proof of the registration of the Union is that the Union must not have less than seven members but it cannot be beyond that and we cannot hold that it must have significant number of members.

13. I have already held that the question of majority or minority assumes no importance and as law stands even the minority Union can raise an industrial dispute but a minority Union is one thing and the Union with insignificant



number of members is another thing and therefore when a particular fact has been challenged by the Bank, it becomes necessary to derive from the question and to see whether this Union commands such following for which there is no proof on record in spite of the Order made by the Tribunal to issue summon and call for the records. There was an attempt on behalf of the Bank to suggest that because the resolution has not been passed by the body of the workmen but the Managing Committee of the Union the workmen as a class cannot be said to have associated with the case in question. But in this connection my attention has been drawn to the Decision of the First Labour Court, Bombay reported in 1955 (I) L.J. page 501 where it has been held that when a dispute is taken out or espoused by a union, it is not necessary for them to prove that its members workmen supported the individual cause by passing any resolution or by any other overt act. It was also held that there must be a presumption that when the union takes action it is as a representative of and with the support of its members and that it is for the employer to prove that the facts are otherwise and that the members of the union are not behind it in its action. No doubt it is a decision of a court having concurrent jurisdiction but since I am of the same view, I have quoted the same. When there is the resolution of the Managing Committee who commands representative character deciding to espouse the cause of the workmen concerned, members of the Union shall be deemed to have associated themselves with the said espousal and therefore no further proof on the part of the Union was necessary.

14. Finding in this manner however still leaves the main question open namely whether the Union commands significant following and whether even the absence of such significant following the espousal by the Union registered under Trade Union Act makes the dispute, admittedly an individual dispute, an industrial one. No doubt in Bombay Union of Journalists Vs. The "Hind" Bombay 1961 (II), L.J. page 436 it has been laid down that the dispute could have acquired the character of an industrial dispute if it was proved that before it was referred was supported by the Union of the workmen of the employer concerned or by an appreciable number of its employees. No doubt there is no qualification as such stand for the Union but as I have already pointed out that the dispute must be such which would disturb the industrial peace so as to require intervention of the Tribunal and the adjudication. If a particular Union has insignificant following at least there is no proof that it has significant following, and when other workmen are not interested in such a case the main factor, namely the dispute by the workmen as a class, must be held to be conspicuously absent and in that case the major incident must be held to be lacking. In Budge Budge Municipality Vs. Shri P. R. Mukherjee and others, 1973 (I), L.J. page 195, on page 198 it was held by the Lordships of the Supreme Court that the words "industrial dispute" convey the meaning to the ordinary mind that the dispute must be such as would affect large groups of workmen and employers ranged on opposite sides on some general question on which each group is bound together by a community of interests. Therefore where it is a dispute between the workman and the employer, so as to bring it within the definition of the Industrial Disputes Act, under section 2(k) it becomes all the more necessary to see that the Union which has espoused the cause has significant following in the industry. Otherwise if it has no significant following it would be an exercise in wilderness and instead of bringing about peace may disturb it which off it is necessary must be avoided. In Pradi Lamp Works Patna Vs. Workmen of Pradi Lamp Works 1970 (I) L.J. page 507 while considering what is an industrial dispute in paragraph 8 the Lordships of the Supreme Court observed there are decisions of this Court which have laid down that espousal of a dispute before a reference is made even by a minority union having a membership of substantial number of workmen is sufficient to make such a dispute an industrial dispute. (The word "having a membership of substantial number of workmen" are underlined by me). It is therefore evident that mere espousal of the cause by a registered Union in the opinion of their Lordships of the Supreme Court was not sufficient but what was further essential was that the Union must command substantial number of workmen.

15. In view of the decision of the highest Tribunal in this country other decisions cited by the parties including the decisions cited by the Union, the decision of the Central

Government Industrial Tribunal No. 1, Bombay or other such Courts need not be noticed since what has been laid down by the Supreme Court becomes the law of the country. In the case of Union of Journalists Vs. The "Hind" Bombay 1961 (II), L.J. page 436, a reference decided by the Central Government Industrial Tribunal No. 1, Bombay a copy of which is brought on record Ex. 16/W no doubt a dispute referred by the Bank to this Tribunal was held to be an industrial dispute. In view of the observations of the Lordships of the Supreme Court in the case already referred which are binding on all Courts in the country appears to have not been brought to the notice of the Tribunal and therefore though this decision is in favour of the Union it cannot come to the Tribunal unless there was sufficient proof to show that the Union commanded a significant number of followers. The result is that since the Union though it was expected of it to bring sufficient material on record, failed to do so, the only inference possible is that the materials evidence had it been brought on record might have not supported the Union in question and if so held the only inference possible would be that the Union failed to establish that the Association has significant number of followers as members in the Bank at Nagpur and once we arrive at this conclusion the cause of the case by a resolution of the Managing Committee, though it is held that by the General Body of the workmen as such is not necessary still in the absence of the material evidence no finding that it has become an industrial dispute can be noted and once this conclusion is arrived at the reference must fail.

Avoid accordingly

No order as to costs

M. A. DLSIPANDE, Presiding Officer,  
Central Govt. Industrial Tribunal No. 2, Bombay  
No L-12012(171)/80-DII(A)]

New Delhi the 13th November, 1982

NOTICE.—In pursuance of section 17 of the Industrial Disputes Act 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta, in the Industrial dispute between the employees in relation to the management of United Bank of India, Calcutta and their workmen, which was referred by the Central Government on the 11th November, 1982

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,  
CALCUTTA

Reference No. 33 of 1981

PARTIES :

Employees in relation to the management of United Bank of India,

AND

Their Workmen.

APPEARANCES :

For the Employees—Shri P. Singh Presiding Officer

APPEARANCES :

On behalf of Employees—Shri Anjan Chatterjee, Assistant Chief Officer

On behalf of Workmen—Shri Sudhir Das Sharma, General Secretary of the Union.

STATE : West Bengal

INDUSTRY : Banking.

AWARD

The following award was referred to this Tribunal by the Government of India, Ministry of Labour, vide its Order No. L-12012/103/80-D-II, A dated 1st August 1981, for adjudication :

Whether the denial of special financial benefit and compensation of Shri Drip Kumar Mukherjee, Sambhu Nath Borthan Chandra Kanti Chatterjee, Shri Kumar Ghosh, Kashi Nath Chakraborty and Tapan Kumar Palit Stenographers attached to General Managers and Deputy General Managers of United Bank of India by the management of United Bank of India, 16, Old Court House Street Calcutta-700001 is proper and justified? If not, to what relief are the workmen entitled?"

2. From the terms of reference it is clear that the question to be determined in this case is whether the six Stenographers attached to the Senior Executives in the rank of General Manager and Deputy General Managers of the United Bank of India in short, the Bank are entitled to special financial benefit compensation. Their case is that they are entitled to it because they undertake certain additional duties involving much higher responsibilities which are confidential in nature and for which they are to undertake additional stress and strain. Those additional duties are not undertaken by the other Stenographers posted in the Head-office or the Regional offices or at the branches. They are these :

- (i) Maintaining strictly confidential letters/documents, vouchers and various files thereto ;
- (ii) Undertaking all the responsibilities and functions of Personal Assistants attached to the top executives;
- (iii) Making independent draft correspondence in the matter of follow up with the Branch agents and other officers at various levels as also with the customer of the Bank on the lines indicated by their superior officers ;
- (iv) Submission of references as and when called for by the Senior Executives, day to day ticklers, appointments, engagements, etc.
- (v) Attending to telephone calls meant for concerned officer.
- (vi) Distributing all papers, notes and files after disposal to the different departments keeping proper record thereof for further reference.
- (vii) Making all arrangements connected with the tours undertaken by the superior officer.
- (viii) Undertaking public relation work with regard to important and valued customers of the bank ;
- (ix) Taking down all important messages over telephone from branches, Government departments, Customers and members of the public in the absence of his superior officer.
- (x) Attending to meetings as and when needed for taking notes of the proceedings
- (xi) Supervision of all office work of the Senior Executives in the rank of Dy. General Managers and General Managers.

It is pointed out that as per terms of the Bipartite Settlement their duties are only to take dictations in shorthand and type letters, documents etc. but being attached to the top Executives of the Bank they are required to perform the aforesaid duties which other Stenographers do not do. It is also submitted that they have to stay beyond the office hours for which overtime is not possible to get it being restricted to 60 hours yearly. It is said that the denial of the Bank to pay special financial benefit/compensation for the same is against the principles of equity, justice and good conscience and is also in violation of the spirit of the Bipartite Settlement, of the Sastry and Desai awards. It is further pointed out by way of comparison that in other nationalised banks the State Bank of India, Union Bank of India, United Commercial Bank, Indian Overseas Bank, Central Bank of India and certain other nationalised banks the stenographers attached to the Senior Executives in the rank of Deputy General Manager and above are in the Officer's grade that in some other bank, namely Allahabad such stenographers are compensated by higher special allowance termed as "confidential allowance" amounting to Rs. 100 and also by separate scales of pay, not being an officer. In my opinion, the six Stenographers are not entitled under any Settlement or Award special financial benefit/compensation for doing the above jobs. But I think that the management should consider their case sympathetically in future and should evolve some way to give them some relief if possible. The workmen cannot rely on Sastry award paragraph 162 at page 49 which is as below :

"It should, however, be distinctly understood that what we have provided is only a minimum and in case of

big banks and particularly in their important offices it may be proper and desirable that the incumbents of such offices should be allowed more than what we have prescribed."

They also rely on the Desai award, paragraph 5.244 which runs as under :

"I am conscious of the fact that the provisions herein made may not be adequate for Stenographers possessing higher degree of speed and accuracy in connection with their work. I have provided the minimum amounts that should be paid to persons who are employed to do the work of Stenographers by different classes of bank with opportunity to the banks to pay higher remuneration to Stenographers according to their requirements and the ability and speed to the Stenographers. No case is made out for a separate scale of pay for Stenographers and demand in this connection herewith is rejected."

On a perusal of the above, it is apparent that neither of the Awards confers any benefit upon the Stenographers more than what they say. They have left the matter in the discretion of the bank to be exercised in proper cases. It is not therefore necessary to judge the validity of the argument of the Bank which is to the effect that by clauses 5.16, 5.17 and 5.18 of the Bipartite Settlement dated 19th October, 1966 the commendatory provisions of Sastry award in paragraph 162 and of Desai award in clauses 5.244 and 5.292 have been superseded and so they are no longer operative. It is however, a fact that the Sastry and Desai awards have been modified from time to time by the 1966 settlement and subsequent settlements. The workmen say that out of the 14 paragraphs of the Desai award dealing with special allowance only two paragraphs have been superseded. However, it is not necessary to enter into this aspect of controversy it is to be noticed that at the time of Desai award the special allowance payable to the Stenographer was Rs. 35 per month. Now that amount has been enhanced to Rs. 152 per month under the third bipartite settlement of 1979 as mentioned in Schedule II thereof. These six stenographers want further special financial benefit for the additional duties aforesaid, that is to say, they want double allowances being stenographers for putting in more work. There is nothing in the Bipartite Settlement or in any of the two awards, namely, the Sastry and Desai awards, which entitles them to double allowance. If their case is accepted it will practically create a separate and superior class of Stenographers who are attached to the General Manager and Deputy General Managers. If these high officials of the bank select their stenographers, there would be bickerings and murmurings amongst the rest of the stenographers and there will be dissatisfaction amongst them. Instead of promoting industrial peace it will create unrest in the industrial establishment. Everyone of the stenographers who admittedly are in large numbers (about six hundred, I am told) in this institution will try to become the stenographer of the General Manager or Deputy General Managers. A problem may arise in that situation for formulating a policy as to who should be the stenographer of the General Manager or the Dy. General Manager. The Bank submits that all the stenographers are primarily of clerical cadre, that they are supposed to do clerical works and if some clerks perform certain special duties requiring greater skill and responsibility as provided in paragraph 5.6 of the Settlement dated 19th October, 1966 over and above their normal and routine duties they get special allowance for that. It is further submitted that clause 5.9 of that very settlement says that they may be asked to work even as ordinary clerks provided they are not deprived of special allowance, that the said clause permits the bank to ask a stenographer to perform ordinary duties of a clerk in nature if demanded by the exigencies of work. It is, therefore, a moot that they cannot get double allowance for performing only stenography work. The contention is not without force. They do not become workmen of superior grade simply because they are attached to the Senior Executives of the bank. The management of the bank submits that the Indian Bank's Association in several letters (Bate. M-1, M-2 and M-3) has expressed in view that its claim in relation made by the stenographers should not be agreed to since the additional duties performed by them are part of their normal and routine duties. That view may be right or wrong. The main fact, however, is that there is no provision in the Bipartite Settlement or anywhere else



entitling the six stenographers to claim double allowance. So far as other banks are concerned, it is not known whether in similar situation any additional monetary compensation over and above the special allowance is paid. Even if in some other banks the stenographers attached to the Senior Executives are of officer's grade, there is no such case for decision before this tribunal. The claim of the six stenographers is for special financial benefit and not to make them of officer's grade. There is also no case for payment of higher scale. No case has been shown to this tribunal which any award has been passed by any industrial court for such a demand as has been made here. If they want higher special allowance, that may be a matter to be considered in the next Settlement which, I am told, may soon start to be arrived at between the parties concerned, as the third Settlement was to remain in force only for four years with effect from 1 September, 1978. The workmen submit that there will be no use in raising the matter there because as per paragraph 5.292 of the Desai award it is open to any bank to pay higher special allowance or special scale of pay. Paragraph 5.292 runs as follows :

"The special allowance hereby provided here by way of minimum. It is open to any bank to provide higher special allowance. It is also open to provide a special scale of pay and special allowance provided the total remuneration consisting of basic pay under such scale and dearness allowance is not less than what is provided by way of basic pay, special allowance and Dearness Allowance under this Award."

The argument is not impressive.

3. On a consideration of the submission raised by the parties concerned my award is that the denial by the Bank of special financial benefit/compensation to the six Stenographers D. K. Mukherjee, S. N. Bardhan, Chandra Kanta Chatterjee, Saroj Kumar Ghosh, Kashi Nath Chakraborty and Tanu Kumar Palit attached to General Manager and Deputy General Managers of the United Bank of India is proper and justified. They are not, therefore, entitled to any relief.

M. P. SINGH, Presiding Officer  
(No. L-12012(103)/80-D.II(A))

Dated, Calcutta,

The 7th October, 1982.

**S.O. 3969**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Bombay, in the industrial dispute between the employers in relation to the management of Bank of Maharashtra and their workman, which was received by the Central Government on the 9-11-82.

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL No. 2, BOMBAY**

**PRESENT :**

Shri M. A. Deshpande, Presiding Officer.

**Reference No. CGIT-2/15 of 1982**

**PARTIES :**

Employers in relation to the Management of Bank of Maharashtra.

**AND**

Their Workmen.

**APPEARANCES :**

For the Employers—Shri D. J. Bhanage, Officer.

For the workmen—Shri S. T. Sabasrabudhe, Treasurer of the Union.

**INDUSTRY : Banking**

**STATE : Maharashtra**

Bombay, the 20th October, 1982

### AWARD

By order No. L-12012 (180)/81-D.II (A) dated 19-2-1982 the following dispute has been referred for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 :—

"Whether the action of the Bank of Maharashtra, Mirchi Bazar Branch, Nagpur in reverting Shri G. L. Kohad, Cashier Incharge and promoting Shri Chimote, an employee junior to him as Cashier Incharge, is justified ? If not, to what relief is Shri Kohad entitled ?"

2. The dispute has arisen because Shri G.L. Kohad, the senior-most clerk serving in the Bank of Maharashtra Mirchi Bazar Branch, Nagpur, initially appointed to work as Cashier Incharge in place of Shri V. B. Kshirsagar, who was transferred to Sholapur from the said branch, after subsequent consideration was relieved of the post and instead his junior Shri Chimote was asked to work in that capacity. According to the Union this could not have been done and that Shri Kohad who was getting Rs 102 as special allowance has been deprived of the said emoluments against which the case of the Bank is that in pursuance of the Circular dated 5-8-1974 Shri Kohad in the post having refused to work as a second cashier when a permanent vacancy arose could not have aspired for the said post, his earlier unwillingness having created a sort of permanent bar.

3. This is the gist of the pleadings requiring no detailed reference. On the strength of the pleadings the following issues arise for decisions and my findings are :—

### ISSUES

### FINDINGS

- |  |   |
|--|---|
| 1. Whether the seniority on the basis of date of joining of the Branch is to be taken into account or that on the basis of joining the Bank is the criterion for the Branch determining for allotting Cashier's post ? | Seniority on the basis of date of joining |
| 2. Whether Shri G.L. Kohad on previous occasions on 4-6-1979 and 14-10-1979 was offered the post of Cashier ?  | Yes                                       |
| 3. Whether the said offer was turned down by Shri Kohad ?  | Yes                                       |
| 4. Is Shri Kohad estopped from coveting the post of Cashier on account of his declining of the post on the two previous occasions ?  | No  |
| 5. Whether the Bank establishes that the posting of Shri Kohad during the period from 5-12-1979 to 1-9-1980 was erroneously done by the Branch Management without following the relevant principles ?                  | No  |
| 6. Whether Shri Kohad is entitled to continue as Cashier even after 1-9-1980 ?   | Yes                                       |
| 7. If yes, whether the appointment of Shri Chimote in his place was illegal and void and against the interest of Cashier-in-Charge ?   | Yes                                       |
| 8. If yes, whether Shri Kohad is entitled to any relief ?  | } As per order.                           |
| 9. What award ?  |   |

Reasons

4 From the evidence on record both oral and documentary it is evident that Shri Kohad after the transfer of Shri Kashirsagar who left the charge on 5-12-1979 as seen from Ex. 6/W was the seniormost member of clerical cadre and as such normally could have expected to be posted as Cashier-in-Charge. It is however the contention of the Bank that because of his unwillingness to hold the post of cashier in the past, he lost the chance permanently and though initial order came to be passed erroneously when the fact came to the light on receipt of Shri Chimote's representation, the mistake earlier committed was rectified and Shri Kohad was directed to surrender the charge and to hand it over to Shri Chimote. Consequently the main question is whether to Shri Chimote. Consequently the main question is 5-8-1974 which has been cited by the management for non-suited the claim of Shri Kohad; Clause 7 of the said circular Ex. 5/W reads as follows:—

"7. In the event of a post carrying allowance falling vacant the next eligible senior person in that cadre shall be asked to do the job in case he refused the next eligible senior and so on will be asked to do the job. The order/instructions in this behalf shall be given in writing. In case all the eligible senior persons (in order of seniority) refused to do the job (which refusal shall be recorded in writing) eligible senior-most person shall have to do the job and he shall be issued an order to that effect."

5. From the plain reading of the clause 7 it is evident that it speaks of obtaining of the consent on every occasion whenever a vacancy occurs. Now had this circular been in the manner in which the management wants me to construe it, when once there is a refusal, on the next occasion there would be no need to consult such a unwilling clerk but the choice would fall on the next clerk in the serial order. However as admitted by Shri Modak M.W. 2 there was a practice of obtaining willingness or otherwise on every occasion of a vacancy. If therefore the practice is as stated, it goes contrary to the meaning tried to be attached to Clause 7 and therefore the meaning of Clause 7 would be that there cannot be any permanent or limited bar but even if there is unwillingness to any posting, when the next occasion arises the willingness has to be obtained and if willing, the post will have to be given to the senior-most clerk in the order. There cannot be any other meaning. May be that because of short term vacancies the Bank might have found it difficult to post somebody in the place or the clerks might be unwilling to hold the post for a limited period but that difficulty cannot be solved by resorting to clause 7. The Bank will have to lay specific guidelines and impress upon the members of the clerical staff that any unwillingness to hold the charge of a post even for a limited period may affect the right of such incumbent either permanently or temporarily, to cover the post of Cashier-in-Charge which post carries substantial allowance. Unless that is done the circular dated 5-8-1974 cannot be the answer to the relief sought by Shri Kohad.

6. Shri V. V. Joshi who then the Branch Manager of the Mirchi Bazar had himself offered the post to Shri Kohad as is evident from his letter Ex. 6/W dated 5-12-1979 and this was done by him not on his own but in pursuance of the instructions from the Divisional Manager. A particular superior officer may have no knowledge of the unwillingness of a particular employee to work as second cashier in the past but such would not be the case with the Branch Manager in whose presence such unwillingness must have been noted and therefore if to the knowledge of the Branch Manager, there was such ban arising out of any unwillingness in the past, the Branch Manager atleast would not have allowed the fact to go un-reported to the superior office. The explanation tried to be given that the posting was erroneous made by the Branch Manager in my view cannot be accepted. Knowing full well that Shri Kohad had in the past declined to accept the post of second cashier, the post which fell vacancy on transfer of Shri Kashirsagar was offered to him and was duly accepted. On this occasion there was no unwillingness on the part of Shri Kohad and if the circular dated 5-8-1974 that not created any such bar Shri Kohad who was the senior most member of the clerical staff could not have been deprived of the said post. Whether there existed a ban or not can be also judged from the letter dated 27-5-1980 which was the letter written by the Agent to the Divisional Manager after the representation of Shri Chimote was received. In this letter also the Agent 969 G of 1/82 -10

who had listed the clerks according to the seniority in paragraph 5 had indicated in the following words:—

"In this respect we have to inform you that except Shri Chokhandie and Shri Bajira all have refused to work in Cash. This can be verified from copy of our office order already submitted to your perusal vide our letter No. AB22/VD/ST/80,881 dated May 16, 1980."

Now if Shri Chimote was also guilty of the same conduct namely refusal to accept the Cashier's post in the past, and if the Bank's interpretation of the circular dated 5-8-1974 is to be accepted, it would mean that Shri Chimote could not also be appointed as Cashier-in-Charge because of his earlier refusal, being guilty of the same conduct for which Shri Kohad is being tried to be punished. No exception could have been made in the case of Shri Chimote and the very fact that in spite of refusal in the past, the Bank agreed to appoint Shri Chimote as Cashier-in-Charge, supports the case not of the Bank but that of the Union and if held accordingly, Shri Kohad who was at serial No. 1 must get the said post and the only conclusion possible would be that he has been wrongly relieved of the said post though according to the Bank's circular itself he had a right to continue to hold the Cashier-in-Charge post till he was transferred from the said branch and thereby lost the seniority.

7. Once it is held that on 1-9-1980 Shri Kohad was entitled to continue as Cashier Incharge and thus eligible to draw the special allowance of Rs. 102 per month, and further ones, it is held that he was deprived of the post wrongly the only relief to which he would be entitled would be to get the Cashier-in-Charge special allowance from 1-9-1980 till the end of 1981, in the month of January, 1982 he having been promoted as an officer in the officer cadre whereby he being not eligible to special allowance Dues at the rate stated shall be calculated and the Bank shall pay them to the concerned incumbent.

Award accordingly.

No order as to costs.

M. A. DESHPANDE, Presiding Officer

[No 1-12012 (180)/81-D.II (A)]

S.O. 3970.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Jabalpur, (M.P.) in the industrial dispute between the employers in relation to the management of State Bank of India, Bhopal and their workman, which was received by the Central Government on the 9-11-82.

BEFORE JUSTICE SHRI S. R. VYAS (REGD.) PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (M.P.)

Case No. CGIT/CIR (24)/1982

PARTIES:

Employers in relation to the management of State Bank of India and their workman, Shri S. K. Dubey, represented through the State Bank of India Union, 8, Basundhara, S.B.I. Colony, Jehangirabad, Bhopal (M.P.)

APPEARANCES:

For workman—Shri D. P. Tiwari.  
For Management—Shri G. C. Jain, Advocate

INDUSTRY : Bank

DISTRICT : Bhopal (M.P.)

AWARD

Dated : October 29, 1982

This is a reference made by the Central Government in the Ministry of Labour for adjudication of the following dis-



pute by this Tribunal, vide Notification No. J-12012(245)/81-D.II(A) dated 16th March, 1982 :—

"Whether the action of the Management of the State Bank of India, Civil Lines, Branch Saugor, in terminating the services of Shri S. K. Dubey with effect from 5-11-1980 is justified? If not, to what relief the workman concerned is entitled?"

2. The workman, Shri S. K. Dubey, was an employee of the State Bank of India in the Civil Lines Branch Saugor. His services were terminated with effect from 5-11-1980. As, according to the workman, the termination was not justified he raised a dispute which has resulted in the present reference.

3. After notices of the reference were issued to both the parties the workman filed statement of claim on 8-7-1982 but on the adjourned date i.e. 24-8-1982 it was reported on behalf of the management that the dispute is likely to be settled amicably. After one adjournment both the parties submitted an application on 20-10-1982 for recording the settlement mentioned in the application. According to the terms of the settlement the workman is to be reinstated on the condition of payment of back wages after the management ascertains that he was not gainfully employed anywhere during the material period. The settlement further provides that the workman will be allowed to continue in Bank's service in temporary capacity and will have an opportunity to appear at the test/interview for permanent absorption in the Bank's services. Lastly, it is settled that if the workman fails to qualify at such a test/interview the services may be terminated in the manner provided by the Industrial Disputes Act.

4. Both the parties were heard on his application and they admitted that such a settlement has been arrived at voluntarily and to the satisfaction of both the parties.

5. The settlement appears to be reasonable and fair and since both the parties have agreed to settle the dispute on these reasonable and fair terms I find no reason as to why the same should not be accepted and an award given in terms thereof.

6. Accordingly as prayed for by both the parties the following award is given :—

"Shri S. K. Dubey is to be Industrial in the category in which he was working before retrenchment (i.e. as Temporary Part Time Messenger-cum-Farrash-cum-waterman on half pay). Further back wages should also be paid to Shri Dubey after ascertaining that he was not gainfully employed anywhere during the material period. Shri Dubey may also be allowed to continue in the Bank's service in temporary capacity. He may then be given an opportunity to appear at the test/interview for permanent absorption in the Bank. However, if he fails to qualify, his service may be terminated in the manner as prescribed under the Industrial Disputes Act 1947 under advice to us."

As agreed to between the parties each party shall bear its own costs as incurred in these proceedings.

S. R. VYAS, Presiding Officer

[No. L-12012(245)/81-D.II(A)]

**S.O. 3971.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal Jabalpur (M.P.), in the industrial dispute between the employers in relation to the management of Kshetriya Gramin Bank, Hoshangabad, Head Office Mangalwara, Hoshangabad (M.P.) and their workman, which was received by the Central Government on the 9-11-82.

BEFORE JUSTICE SHRI S. R. VYAS (RETD.) PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (M.P.)

CASE NO. CGIT/LC(R)(28)/1982.

PARTIES :

Employers in relation to the management of Kshetriya Gramin Bank, Hoshangabad, Head Office Mangalwara, Hoshangabad (M.P.) and their workman Shri Padam Kumar Singhai, Clerk/Cashier represented by The General Secretary, Kshetriya Gramin Bank Hoshangabad Employees Association, Mangalwara, Hoshangabad (M.P.).

APPEARANCES :

For workman.—Shri L. M. Malhotra, Advocate.

For Bank.—Shri M. K. Joshi, Manager.

INDUSTRY : Bank DISTRICT : Hoshangabad (M.P.)

AWARD

Hoshangabad, the 30th October, 1982

The Government of India vide Labour Ministry's Order No. L-12012(239)/81-D. II(A), dated 3-4-1982 have referred the following dispute to this Tribunal for an adjudication under Clause D of Sub-Section (1) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947).

"Whether the action of the management of the Kshetriya Gramin Bank, Hoshangabad in terminating the services of Shri Padam Kumar Singhai, Clerk/Cashier with effect from 15-12-1980 is justified? If not, to what relief is the workman concerned entitled?"

2. After the said order of reference was received both the parties were noticed to file their statements, rejoinders and documents. Statements have been filed by both the parties. Rejoinder has been filed by the Bank.

3. The claim of the workman is as follows :—

The workman was employed as Clerk/Cashier in the Kshetriya Gramin Bank, Hoshangabad (hereinafter referred to as the Bank) by an order dated 15-11-1976. The workman is a member of the Bank Employees Association. By an order passed on 29-9-1980, the workman was served with a notice. Thereafter he was suspended by an order dated 23-9-1980 which was followed by an order dated 17-11-1980 by which punishment was proposed to him. Lastly by an order dated 15-12-1980 his services were terminated. The workman represented against this order and according to the relevant rules and preferred an appeal also but the same was rejected by an order dated 1-8-1981.

4. The aforesaid order of termination is challenged by the workman on the grounds that he has been punished for some acts committed by another workman; that the person who was at fault has been prosecuted in a criminal court; that before passing the termination order neither any charge-sheet nor there was any domestic enquiry nor he was given any opportunity to defend himself nor any evidence was recorded against him which could have been subjected to cross-examination by him and that the manner in which and the grounds on which the termination order was passed were illegal, void and not according to law.

5. The workman further alleged that the rules governing the Bank were not at all followed and complied with before the said order of termination was passed. The workman accordingly prays that the said order or termination should be set aside after declaring it as illegal, void and inoperative.

6. The workman has filed copies of certain documents in support of his statement of claim.

The Bank in the statement of claim has contended as under :—

The reference is not maintainable as the dispute has been raised by an unrecognised union; that the Union of India, the sponsoring Bank, namely the Central Bank of India and the Reserve Bank of India should have been made a parties; that bye-laws of the Bank authorised the Associations to raise a dispute on behalf of the employees; that the appeal filed by the workman is still pending, consequently no Industrial Dispute subsists, that the workman has filed a civil suit which is still pending and for this reason the adjudication proceedings should be stayed and that on these legal grounds the reference is not maintainable.

7. On merits the contention of the Bank is that due to gross negligence of the workman there was a loss of Rs. 9900; that for this loss by theft, the workman has been liable; that he has been punished for his gross negligence; that the workman was given proper opportunity to explain the loss resulting from his negligence; that the incident of loss due to the gross negligence of the workman was proved beyond doubt; that no enquiry was held and no evidence was recorded because the workman never expressed any desire for any domestic enquiry; that under the rules he was first suspended and then dealt with according to the rules and that the order of termination of service was fully justified both on facts as well as in law.

8. In the rejoinder filed by the Bank the same pleas have been raised which raised in the statement of claim.

On the aforesaid pleadings of the parties, the following issues were framed :—

On the aforesaid pleadings of the parties, the following issues were framed :—

(1) (a) Whether the termination of the services Shri Padam Kumar Singhai, Clerk/Cashier of the Kshetriya Gramin Bank, Hoshangabad with effect from 15-12-1980 by the management was justified.

(b) If not, to what relief the workman is entitled to ?

9. My findings on the aforesaid issues are as under :—

Issue No. 1(a).—The termination of the services of Shri Padam Kumar Singhai was not justified.

Issue No. 1(b).—The workman Shri Padam Kumar Singhai is entitled to re-instatement from the date of his termination with all consequential benefits.

#### REASONS FOR THE AFORESAID FINDINGS

In this case 19-10-1982 was fixed for evidence for both the parties. On that date the workman examined himself and closed the evidence. Though on this date the management's representative was present but he did not cross-examine the workman. The workman also examined W.W. 2, Shri R. C. Chaube who was cross-examined by the Bank's representative. On the same date, the Bank's representative stated that the Bank does not want to lead any oral evidence. Evidence of both the parties was thus closed. The case was then adjourned to 25-10-1982 for final arguments. On this date adjournment was granted on the telegraphic request of the management and 29-10-1982 was fixed for final arguments. On 29-10-1982 none was present for the management and the workman was represented by his Counsel who was heard. It would thus appear that the Bank's management has neither lead any oral evidence nor tendered in evidence and proved the documents referred to in the statement. Oral evidence given by the workman and the documents proved by him is thus the only material on which this reference has to be answered.

11. Before discussing the oral evidence given by the workman reference to the documentary evidence relied upon by the workman may be made.

12. Ex. W/1, dated 29-9-1980 is a letter addressed to the workman by which the Chairman of the Bank informed the workman that on 26-9-1980 a sum of Rs. 9900 had been lost from the Salamatpur Branch when the charge of the branch was with him; that this loss was due to his negligence for which he is liable for disciplinary action and that he

should submit his explanation within 3 days. The workman replied to this notice and denied that it was not due his negligence; that he had made prompt report to the police and that no action is called for. This reply was submitted by the workman on 7-10-1980 but before receiving this reply the Bank vide Ex. W/4/80 informed the workman that since no reply was received from him it has been assumed that the amount Rs. 9900 was defalcated on 26-9-1980. He was also called upon to deposit this amount immediately failing which necessary action was to follow. The workman replied to this letter vide Ex. W/5 and stated that vide Ex. W/3 he had sought time till 6-10-1980 to reply but before that the letter Ex. W/4 has been addressed to him on 4-10-1980.

13. Thereafter vide Ex. W/6 the Bank suspended the workman because of his failure to deposit the amount of Rs. 9900 as directed by Ex. W/4. The Bank again addressed Ex. W/7 dated 17-11-1980 in which the workman was again treated as liable for the loss. Vide Ex. W/8 the workman replied to W/7 but vide Ex. W/9 dated 15-12-1980 the Chairman of the Bank dismissed the workman by the impugned order.

14. As already stated above no oral evidence has been given by the management. The documents referred to in the statement are only copies but for the proof of which no witness has been examined.

15. The important question which now arises on the aforesaid evidence is whether the termination order passed by the management can or can not be said to be in accordance with law, principles of natural justice and based on proved facts of this case. The answer is that the order of termination of services is neither in accordance with law and principle of natural justice nor is based on proved facts of this case.

16. In this case it appears to be an admitted fact that from the Branch where the workman was employed as a Clerk/Cashier a sum of Rs. 9900 was lost either on account of any theft being committed by someone or due to the negligence, carelessness and dereliction of duties either by the workman himself or by any other workman employed in the branch. If, according to the management of the bank the theft and/or the loss of this amount was due to any act of omission or commission on the part of this workman only then the management should have issued a charge-sheet and recorded evidence in support of the charge-sheet. Further an opportunity should have been to the workman to give his own statement and evidence in his defence. This admission was not done. The management of the bank by the aforesaid letters proceeded on the assumption and predetermination that this workman, and this workman alone, was guilty for the aforesaid loss of Rs. 9900. The procedure followed by the Bank's management was thus in clear violation of the principles of natural justice and provisions of law.

17. The bye-laws of the Bank, even if any, do not justify the procedure followed in this case. When the workman had denied the charge and had raised a defence in support of his innocence it was obligatory for the management to hold a domestic enquiry and to give a reasonable opportunity to the workman to prove his defence. It appears that the Bank from the very beginning had pre-judged the question of the responsibility of the loss of the said amount of Rs. 9900 and made the workman liable only because he was on the relevant date posted as Clerk/Cashier. Such assumption and predetermination was neither justified either on facts or in law.

18. In case the workman had, in clear terms, admitted the loss to something done or omitted to be done by him, and him only, then the management could have been justified in holding the workman guilty for the loss of Rs. 9900 as also liable for making up the loss. The management could not proceed on the assumption about the guilt of the workman and award the punishment of termination of services which has been done in this case.

19. Accordingly I am clearly of the view that the order of termination of services of the workman on 15-12-1980 is bad both on facts as well as in law for the reasons already stated above. The Bank's management is still free to hold

proper enquiry against the workman and then decide the punishment in case he found guilty. Issue No. 1(a) is accordingly answered against the management.

20. Issue No. 1(b).—In view of the aforesaid findings on issue no. 1(a) the workman is entitled to the relief as per award given below :—

#### AWARD

Accordingly for the reason given above the order dated 15-12-1980 passed by the management of the Kshetriya Gramin Bank in terminating the services of Shri Padam Kumar Singhai, Clerk/Cashier with effect from 15-12-1980 is not justified and is hereby set aside on the grounds stated earlier. The management of the said bank is directed to re-instate the workman Shri Padam Kumar Singhai on the post of Clerk/Cashier and pay him all the wages and other allowances admissible to that post from 15-12-1980. The management shall however be free to hold a proper enquiry against the workman on such charges as the management may deem proper and pass such order as the merits of the enquiry may justify. In the circumstances of the case both the parties shall bear their own costs as incurred by them in these proceedings.

S. R. VYAS, Presiding Officer  
[No. L-12012(239)/81-D. II (A)]  
A. K. SAHA MANDAL, Desk Officer

New Delhi, the 12th November, 1982

**S.O. 3972.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Hyderabad, in the industrial dispute between the employers in relation to the Food Corporation of India, Tadepalligudem, W.G. District (Andhra Pradesh), and their workmen, which was received by the Central Government on the 8th November, 1982.

#### BEFORE THE INDUSTRIAL TRIBUNAL (CENTRAL) AT HYDERABAD

##### PRESENT :

Sri S. V. Ramana Reddy, B.A., LL.B., Industrial Tribunal (Central).

Industrial Dispute No. 21 of 1981

##### BETWEEN

Workers of F.C.I., Tadepalligudem ... Workmen  
AND

The Management of F.C.I., Tadepalligudem. Management  
This case coming for final hearing before me today in the presence of Sri B. V. Seshu Reddy, Advocate for the Management and none appeared for the Workmen and having stood for consideration, this Tribunal passed the following :

#### AWARD

In exercise of the powers conferred by Sections 7A and 10(1)(d) of the Industrial Disputes Act, 1947, by an Order No. I-42012(26)/70-D.II(B), dt. 21-2-1981, the Central Government referred the following industrial dispute existing between the Employers of the F.C.I., Tadepalligudem and their workmen for adjudication to this Industrial Tribunal

"Whether the action of the management of Food Corporation of India, Tadepalligudem (E.G. District) in terminating the services of the following workmen without following the provisions of Section 25F of the Industrial Disputes Act, 1947 is justified? If not to what relief are the workmen entitled?"

1. Smt. C. H. Anamma, 2. Smt. B. M. Sampurna, 3. Smt. U. Easteramma, 4. Smt. J. Venkyamma."

2. After registering the case, notices were order to the Management and the Workers on 1-9-1981 fixing the date of first hearing on 25-9-1981. By that date the workers 1 to 3 and the management were served with the notices, while the notice sent to the fourth worker returned with the postal endorsement "no such addressee. Hence returned to the sender". The second worker namely, U. Easteramma sent her claims statement on 17-9-1981 through post. From 25-9-1981 the

case was adjourned to 24-10-1981 ordering again notice to workers Nos. 1 to 3 and directing the Management to furnish the correct addresses of worker No. 4. By 24-10-1981 the claims statement of worker Nos. 1 and 3 also were received through post. On that day i.e., 24-10-1981 the correct address of worker No. 4 was furnished by the Management and thereupon a fresh notice to worker No. 4 was ordered to 13-11-1981. By 13-11-1981 the notice issued to worker No. 4 was returned with the postal endorsement "left whereabouts not known". Since the worker No. 4 could not be served even on the second occasion and the notice was returned with the endorsement that the party left and her whereabouts not known, no further notice was ordered to her. The case was adjourned to 7-12-1981 ordering notice to the Management. On that date, the Advocate namely B. V. Seshu Reddy undertook to appear for the Management. Accordingly he filed his vakalat for the Management on the adjourned date namely 31-12-1981. The Management after taking one more adjournment, filed its counter on 25-1-1982. Thereupon this Tribunal posted the case for enquiry to 12-2-1982 ordering notice of enquiry to worker Nos. 1 to 3, who filed their claims statements. By 12-2-1982 worker No. 2 alone was served. Since the acknowledgment for service of notices of worker Nos. 1 and 3 are not returned, the case was adjourned to 19-2-1982 to await their acknowledgement. By 19-2-1982 acknowledgments were received for service of notices on workers Nos. 1 and 3. However on 19-2-1982 all the three workers Nos. 1 to 3 remained absent. Hence adjourning the case to 12-3-1982, this Tribunal again ordered notices to the above three workers. By 12-3-1982 all the three workers Nos. 1 to 3 were served with notices. Out of them, worker No. 1 sent a telegram requesting adjournment on the ground that she was sick. The other workers Nos. 2 and 3 remained absent on 12-3-1982. The case was again adjourned from 12-3-1982 to 5-4-1982, on which date all the workers remained absent. Again the case was adjourned to 4-5-1982, ordering notices to the workers. By 4-5-1982 the second worker was served. The notice of third worker was returned with the postal endorsement "not known". The first worker was represented on that day. Hence the case was posted for enquiry to 11-6-1982. As there was change of Presiding Officer by 11-6-1982, the case was adjourned from 11-6-1982 to 7-7-1982 and again from 7-7-1982 to 5-8-1982 awaiting powers. On 5-8-1982, by which date powers of the Presiding Officer were conferred, both parties were absent. On 5-8-1982 the case was adjourned to 27-8-1982 ordering the issue of notices to both parties. On 27-8-1982 the Advocate for the Management namely, B. V. Seshu Reddy was present. Notices were served by that date on worker Nos. 2 and 4, who remained absent on 27-8-1982 though served. The case was adjourned from 27-8-1982 to 14-9-1982 ordering fresh notices to the unserved workers Nos. 1 and 3. By 14-9-1982 the notice was served on the first worker. The notice ordered to the third worker was returned with the postal endorsement "left without instruction—Hence returned to the sender". Thereupon fresh notice was again ordered to the third worker and the case was posted to today. Today also the notice sent to third worker returned with the same postal endorsement as on the last occasion.

3. Today also all the workers are absent and the Advocate for the Management is present. So it is clear that inspite of several notices, none of the workers is appearing before this Tribunal. The third worker namely B. N. Sampurnamma to whom notices were ordered on the last three occasions is not served and the notices were being returned with the endorsement that the left without instructions. However, this worker was served originally and she also filed her claims statement. In spite of the same, she has also not chosen to appear and participate in this enquiry. Hence it is clear that none of the workers is interested to participate in the enquiry. Therefore this industrial dispute, is terminated and an award is passed accordingly.

Dictated to the Stenographer, transcribed by him and corrected by me and given under my hand and the seal of this Tribunal, this the 12th day of October, 1982.

Sd/-

Industrial Tribunal

#### APPENDIX OF EVIDENCE NIL.

Sarma/

S. V. RAMAN REDDY, Industrial Tribunal  
[No. L. 42012(26)/77-D.II(B)]  
[S. S. PRASHFER, Desk Officer.]



New Delhi, the 11th November, 1982

**S.O. 3973.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Dhanbad in the Industrial dispute between the employers in relation to the management of Govindpur Area No. III of Messrs Bharat Coking Coal Limited, Bilbera House, Post Office Sonardih, District Dhanbad and their workmen, which was received by the Central Government on the 6th November, 1982.

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (No. 2) DHANBAD**

**PRESENT**

Shri J. P. Singh, Presiding Officer.

Reference No. 42/82.

In the matter of an industrial dispute under S. 10(1)(d) of the I. D. Act, 1947.

**PARTIES :**

Employers in relation to the management of Govindpur Area No. III of Messrs Bharat Coking Coal Limited, Bilbera House, Post Office Sonardih, District Dhanbad.

**AND**

Their workmen.

**APPEARANCES :**

On behalf of the employers : Shri B. Joshi, Advocate.

On behalf of the workmen : Shri D. Mukherjee, Advocate.  
STATE : Bihar.

INDSTRY : Coal.

CAMP : Patna, Dated 30th October, 1982.

**AWARD**

This is a reference under Section 10 of the I. D. Act, 1947. The Central Government by its order No. L. 20012(433)/81-D. III(A) dated 23rd April, 1982 has referred this dispute to this Tribunal for adjudication on the following terms :

**THE SCHEDULE**

"Whether the demand of the workmen of Bharat Coking Coal Limited, Area No. III, Bilbera House, Post Office Sonardih, District Dhanbad that Sarvashri G. K. Jha, D. K. Mitra, Wakil Ram and S. C. Bhatia, Grade-II clerks should be promoted and paid difference of wages as Grade-I clerks with effect from the 16th August, 1977 is justified? If so, to what relief are the workmen concerned entitled?"

2. The facts leading to this reference are not in dispute. These 4 concerned workmen were Grade II clerks of Area No. III of Messrs Bharat Coking Coal Limited. To fill up vacancies a departmental Promotion Committee was constituted in which the case of these concerned workmen for promotion to grade I was considered, and after due recommendation these concerned workmen were promoted to grade I, as per office order No. GM/April/PD/77/9393 dated 11th August, 1977. The promotion order was duly communicated to the concerned workmen and others in the list of the aforesaid promotion order and they all joined their respective posts. Thereafter objection was raised by the BCCL Staff Co-

ordination which is an union of staff. Some other staff of the colliery also raised objection. Their main objection was that the Departmental Promotion Committee on considering the cases of the candidates made selection on the basis of seniority discipline-wise instead of seniority according to their seniority in the area. An Industrial dispute was raised by the aforesaid Staff Coordination Committee in which there was a settlement between the management and the Staff Co-ordination Committee. According to the settlement the promotion order aforesaid was kept in abeyance and a new Departmental Promotion Committee was to be constituted to consider the matter of promotion as on the principle contained in the promotion policy of the BCCL. According to the promotion policy promotion from clerical grade III to clerical grade II have to be made on the basis of seniority colliery-wise. But for all other promotions for higher rank, i.e. from grade II to grade I, grade I to special grade, etc. have to be done area-wise or headquarter-wise. The promotion policy was already in existence at the time when the Departmental Promotion Committee considered the promotion of the candidates including the concerned workmen. The Departmental Promotion Committee, however did not consider the seniority area-wise but, discipline-wise. The management considered it to be a mistake and as a result of the settlement between the Staff Co-ordination Committee and the management cancelled the aforesaid promotion order. Some of the workmen affected by this cancellation raised an industrial dispute resulting into a reference No. 9 of 1980 before the Central Government Industrial Tribunal (No. 3) Dhanbad. An award was passed in favour of the workmen and in terms of the award the promotion of the workmen by virtue of the G. M.'s order No. GM/April/PD/77/9393 dated 11-8-77 was upheld. The management accepted the award and the workmen of that reference received their grade in terms of the promotion order and also their back-wages. These concerned workmen after the implementation of the award approached the management for consideration of their case in the spirit of the award. Their demand was not conceded and therefore an industrial dispute was raised by the workmen through their union. This has led to the present reference.

3. The stand of the management is mainly based on the award of the Central Govt. Industrial Tribunal (No. 3) Dhanbad in Reference Case No. 9/80. A copy of the award is Ext. W.2. According to the workmen the management cannot be justified in adopting a discriminating attitude between these concerned workmen and those who have been benefited under the award, because the workmen under the award and these concerned workmen have the right of promotion under the G. M. letter No. GM/April/PD/77/9393 dated 11-8-77, Ext. W.1. The attempt of the management in this case is to show that all the materials as have been given in this case were unfortunately not placed on behalf of the management in Ref. Case No. 9/80 before the CGIT No. 3, Dhanbad and as a result the learned Tribunal had passed an erroneous award. It has also been urged that consequent upon the cancellation of the order of promotion as contained in the G. M. letter, Ext. W.1 a new Departmental Promotion Committee was constituted which considered the cases of the candidates on the basis of the promotion policy and on the basis of the recommendation of this new Departmental Promotion Committee, promotions have already been effected. The management have accordingly filled up all the vacancies and so if the concerned workmen succeed in this case, the management will be hard put to provide them in proper position. We shall presently examine the evidence in the light of the above stand taken.

4. On behalf of the management only one witness Shri N. K. P. Sinha, MW-1 has been examined. He has been Personnel Manager in Bhowra Area since 16th June, 1979. He was in Area No. III i. e. in Govindpur Area from January, 1977 to 15th June, 1979 as Personnel Manager. He was therefore the head of the department of Personnel side directly attached to the General Manager. He has proved the D. P. C. report dated 10-8-77 and this has been marked Ext. M1. In fact the report is in his pen and other members of the D. P. C. also signed this report MW-1 has said that at the time when the Departmental Promotion Committee sat for consideration of the promotion question from grade II to grade I there was no seniority list available. The committee therefore considered discipline-wise seniority while recommending the promotion. The disciplines were technical sale, Time-keeping section, Accounts section, Bill section, P. F. and bonus section, Store and Purchase section

Personnel administration, and Regional stores. He has said that Ext. M1 contains the names of all persons who were recommended for promotion. He has further said that Ext. W-1 is a letter which was issued on the basis of D. P. C. recommendation, Ext. M1. The witness has said that after the promotion order was issued, there was a wave of resentment and demonstration before him in his chamber. He has proved Ext. M2 which is a representation dated 17-8-77 signed by **Shri R. N. Singh**, Secretary Staff Co-ordination Committee. Apart from that individual workmen of different collieries made joint representation and Ext. M3 is one of the same. The Staff Co-ordination Committee raised an industrial dispute and served a strike notice. The letter to the ALC(C) Dhanbad is Ext. M4, and the demand notice is Ext. M5. Thereafter there was a settlement between the management and the Staff Co-ordination Committee which is Ext. M6. A copy of the settlement was forwarded to all concerned authorities under a forwarding letter, Ext. M7. His evidence is that in view of the dispute the promotion which was given by Ext. W.1 was kept in abeyance. The letter concerning this is Ext. M8. A cadre scheme containing the rules of promotion in respect of ministerial staff is Ext. M9. In compliance with that cadre scheme a seniority list was prepared in respect of all the clerks of grade II in the entire area. This seniority list is Ext. M10. This list was prepared and checked up by MW-1 himself, and it was circulated to all the staff concerned through their respective colliery management. After this list was prepared a second Departmental Promotion Committee was constituted and from this list S1 No. 1 to S1. Nos. 56 were recommended for promotion. The report of the 2nd D. P. C. is Ext. M11. The office order promoting 56 persons on the basis of the D. P. C. report is Ext. M12. The evidence of this witness is that this promotion order was given effect to in supersession of the promotion order given under Ext. W.1. The witness has said that the promotion given on the basis of Ext. W.1 did not come into effect as it was kept in abeyance. MW1 was a member of both the Departmental Promotion Committee and he claims to have examined the cases from all points of view. His evidence is that in his opinion the promotion based on Ext. W.1 could not be justified and promotion under Ext. M12 is justified.

5. On behalf of the workmen only one witness **Shri Gopal Krishna Jha**, WW.1 has been examined, and the main document is a promotion order, Ext. W.1. He has said that on the basis of Ext. W-1 the concerned workman and others started working as grade I clerks. But even after the promotion they got the pay of grade II clerks for which they protested to the Area office. They were told that the promotion order had been cancelled although they have not received any order of cancellation of the promotion order. No show cause was invited from them and no reason was assigned for cancellation of the promotion order. The witness has said that **Shri H. N. Kapoor** and **Shri P. K. Ghosh** were also promoted on 16-8-77 from Grade I to Special Grade. Their promotion order was also cancelled. They and their union, i. e. Bihar Colliery Kamgarh Union raised an industrial dispute and the reference was decided by the Central Government Industrial Tribunal No. 3, Dhanbad. Under the award the order of promotion was upheld and the management implemented that award. The award is Ext. W.2. In that case also the workmen were represented by Bihar Colliery Kamgar Union.

6. The above is all the oral and documentary evidence exist in this case. In discussing the award **Shri B. Joshi**, Advocate for the management has argued that the learned Tribunal based the award under the impression that there was no promotion policy and seniority list of the area. According to him the documents have been filed in this court in order to show that the first Departmental Promotion Committee ignored the cadre scheme in making recommendation for promotion as shown by Ext. W.1. In this connection we have to look to the evidence of MW.1. He has admitted as Personnel Manager of that area that the promotion policy or cadre scheme was available in his office, but no seniority list was prepared by then. In fact prior to the cadre scheme the promotions used to be made without any reference to the Departmental Promotion Committee. Such a committee originated under the cadre scheme itself. So when the 56 vacancies in the area had to be filled up by promotion,

the concept of D. P. C. as envisaged in the cadre scheme was brought into play for consideration of promotion over the vacant posts. What MW-1 has meant to say is that the D. P. C. considered the cases of the candidates according to discipline-wise seniority for the simple reason that an area-wise seniority list was not in existence. The management means to say that this action of the D. P. C. was erroneous because many other candidates who were entitled to be promoted could not be promoted. According to the workmen the cadre scheme was brought into existence by the management as a rule of guidance for the authorities entrusted with the job of effecting promotions. The Departmental Promotion Committee is a recommending body while the promotions have to be made by the General Manager as administrative head. In this case the General Manager made the effective order of promotion under Ext. W.1. What is meant to be said is that if the D. P. C. made a mistake in following the procedure for selection of candidates, the same could be rectified by administrative authority before passing an order of promotion. It was open to the General Manager to point out the mistake if any, and wait for a fresh recommendation. But this was not done, and the administrative order of promotion as shown by Ext. W.1. was made effective. According to the workmen they joined in their respective posts and after a week the Staff Co-ordination Committee raised their objection. According to him the management now cannot be heard to say that the promotion order was not made effective. It has been shown that there is a lot of gap of time between the promotion order and keeping the promotion order in abeyance. In substance the argument is that once an order is passed and it is made effective, it will be wrong on the part of the management to keep it in abeyance and to take shelter under its own wrong. **Shri D. Mukherjee**, Advocate for the workmen has laid a good deal of stress on this fact that management cannot take shelter under its own wrong in order to challenge the right of the workmen to reap the fruits of promotion validly passed and communicated to them, and made it effective by allowing them to join in their respective posts. There is a good deal of substance in what **Shri D. Mukherjee** has to say. Although no authorities have been quoted by him, but this is precisely the position of law as held by various courts. What I mean to say is that the cadre scheme has no statutory effect and it is just a rule of evidence. Such a rule can be waived either by express order or by implication. In the instant case the cadre scheme was already available in the area office as deposed by MW.1. In fact the D. P. C. is itself a creature of the cadre scheme. This Departmental Promotion Committee in absence of a comprehensive seniority list decided to waive it and based the recommendation on seniority list in various disciplines. The General Manager could accept such a recommendation or required the D. P. C. to make a fresh recommendation after making area-wise list. The General Manager accepted the recommendation and issued promotion order and the same was made effective. To me it appears to be a clear case under which the management waived area-wise seniority in making promotion order. In this way the cancellation of Ext. W.1 is hit by the principles of Waiver and Estoppel.

7. I have perused the award, Ext. W.2 and find that the learned Tribunal was influenced by the fact that the workmen had not received any notice to show cause against cancellation of the promotion order. The law was quoted by him to say that such a notice was necessary. In the instant case MW1 has said in cross-examination that each of these workmen had been given notice of cancellation through peon hook. No peon book has been produced here. So in this case also no attempt has been made to show that these concerned workmen were given any notice of keeping the promotion order in abeyance, or of cancellation of the promotion order.

8. **Shri D. Mukherjee**, Advocate for the workmen has also argued that since some of the workmen have been working on promoted post by virtue of the promotion order and the award, it will be highly discriminatory and unfair labour practice on the part of the management to deprive these concerned workmen their rightful promotion. It is no doubt true that the management have discriminated, and have not followed any consistent policy with these workmen. Since the award was implemented it was natural to expect.

I. P. SINGH, Presiding Officer.

[No. L-20012/433/81-D. III(A)]

A. V. S. SARMA, Desk Officer.



## दिल्ली विकास प्राधिकरण

## सार्वजनिक सूचना

कां०आ 3974—केंद्रीय सरकार दिल्ली मुख्य योजना में निम्नलिखित संशोधन करने का विचार कर रही है, एतद्वारा जिसे सार्वजनिक सूचना हेतु प्रकाशित किया जाना है। इन प्रस्तावित संशोधनों के संबंध में जिस किसी व्यक्ति को कोई आपत्ति या सुझाव देना हो तो वे अपने आपत्ति या सुझाव इस सूचना के 30 दिन के भीतर मन्त्रि, दिल्ली विभागाधिकरण, विकास मीनार इन्ड्रप्रस्था इस्टेट, नई दिल्ली के पात्र लिखित रूप में भेज दें। जो व्यक्ति अपनी आपत्ति या सुझाव दें, वे अपना नाम एवं पूरा पता लिखें।

संशोधन—

(1) "क्षेत्र डी-4 (संसद मार्ग) के 'आवासीय उपयोग' हेतु विनिर्दिष्ट क्षेत्र में से लगभग 1.62 हेक्टे० (4 एकड़) क्षेत्र, जो बाल यानायान पार्क के रूप में जाना जाने वाले संयोजन क्षेत्र के पूर्व में स्थित है (जो 23.16 मी० चौड़े बंगला साइड लेन से पृथक होता है) और अधिसूचना सं०के-12014/3/77-यू० डी० 1(ए) दिनांक 2 जनवरी, 1979 द्वारा अधिसूचित है और उत्तर में (सागधिकार सहित 45.72 मी० चौड़े) बाबा खडक सिंह मार्ग के सामने पड़ता है, का भूमि उपयोग बदलकर "राजकीय कार्यालय" (एयर इण्डिया एवं आई० ए० सी०) किया जाना प्रस्तावित है।"

(2) "क्षेत्र डी-4 (संसद मार्ग) में पड़ने वाले 'संचरण' (पार्किंग) हेतु विनिर्दिष्ट क्षेत्र में से लगभग 0.8 हेक्टे० (0.5 एकड़) क्षेत्र जिसके उत्तर-पश्चिम में (सागधिकार सहित 45.72 मी० चौड़ा) बाबा खडक सिंह मार्ग है और दक्षिण और पश्चिम में आवासीय उपयोग है, का भूमि उपयोग बदलकर 'सार्वजनिक एवं अर्द्ध सार्वजनिक सुविधाएँ' (पुलिस चौकी) किया जाना प्रस्तावित है।"

(3) "क्षेत्र डी-4 (संसद मार्ग) में पड़ने वाले 'संचरण' (पार्किंग) हेतु विनिर्दिष्ट क्षेत्र में से लगभग 511 वर्ग मी० (611 वर्ग गज) क्षेत्र जिसके सामने (सागधिकार सहित 45.72 मी० चौड़ा) बाबा खडक सिंह मार्ग है, का भूमि उपयोग बदलकर "सार्वजनिक एवं अर्द्ध सार्वजनिक सुविधाएँ (पेट्रोल पम्प) किया जाना प्रस्तावित है।"

(4) "क्षेत्र डी-1 (कनाट प्लेस एवं इयका विस्तार) में पड़ने वाले लगभग 0.39 हे० (0.97 एकड़), क्षेत्रफल जो वर्तमान एम्पोरियम (प्लॉट संख्या 16-17) के बीच में स्थित है और (सागधिकार सहित 45.72 मी० चौड़े) बाबा खडक सिंह मार्ग के सामने पड़ता है, का भूमि उपयोग "संचरण" (पार्किंग) से बदलकर "ध्यायमायिक" (एम्पोरिया) किया जाना प्रस्तावित है।"

2. उक्त अधि के शीर्षक शीर्षक के छोड़ कर सभी कार्यशील दिनों में दि० वि० प्रा० के कार्यालय विकास मीनार, इन्ड्रप्रस्था इस्टेट, नई दिल्ली में प्रस्तावित संशोधनों के लिए निरीक्षण के लिए उपलब्ध होंगे।

[संख्या एक० 3(43)/82-एम० पी०]

ह०/- मन्त्रि दिल्ली विकास प्राधिकरण

## DELHI DEVELOPMENT AUTHORITY

## PUBLIC NOTICE

S.O. 3974.—The following modifications, which the Central Government proposes to make to the Master Plan for Delhi are hereby published for public information. Any person having any objection or suggestion with respect to the proposed modifications may send the objection or suggestion in writing to the Secretary, Delhi Development Authority, Vikas Minar, Indraprastha Estate, New Delhi within a period of thirty days from the date of this notice. The person making the objection or suggestion should also give his name and address.

## MODIFICATIONS :

(i) "The land use of an area measuring about 1.62 hect. (4 acres) falling in Zone D-4 (Sansad Marg), out of the area earmarked for 'Residential' use' and located in the east of Recreational area known as Children Traffic Park (segregated by 23.16 metre wide Bangla Sahib Lane and notified vide Notification No. K-12014/3/77-UDI (A) dated 2nd January, 1979) and fronting on Baba Kharak Singh Marg (45.72 metre R/W) on the North, is proposed to be changed to Government Offices" (Air India & IAC)."

(ii) "The land use of an area measuring about 0.8 hect. (0.5 acres) falling in Zone D-4 (Sansad Marg), out of the area earmarked for 'Circulation' (Parking) and bounded by Baba Kharak Singh Marg (45.72 metre) R/W on the North-West and 'Residential' area on the South and West, is proposed to be changed to 'Public and Semi-Public facilities' (Police Post)."

(iii) "The land use of an area measuring about 511 sq.M. (611 sq. yds.) falling in Zone D-4 (Sansad Marg), out of the area earmarked for 'Circulation' (Parking) and fronting on Baba Kharak Singh Marg (45.72 metre R/W) is proposed to be changed to 'Public and Semi-Public facilities (Petrol Pump)'."

(iv) "The land use of an area measuring about 0.39 hect. (0.97 acres) falling in Zone D-1 (Connaught Place and its extension), located in between the existing emporia (plot Nos. 16-17) and fronting on Baba Kharak Singh Marg (45.72 metres R/W) is proposed to be changed from 'Circulation' (Parking) to 'Commercial' (Emporia)".

2. The plans indicating the proposed modification will be available for inspection at the office of the Authority, Vikas Minar, Indraprastha Estate, New Delhi on all working days except Saturdays, with the period referred to above.

[No. F. 3(43)/82-M.P.]

Sd/-

Secy. Delhi Development Authority.



